

SOLICITATION, OFFER AND AWARD

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1. This contract is a rated order under DPAS(15 CFR 350) RATING:

2. CONTRACT NO.	3. SOLICITATION NO. DTRS57-97-R-00007	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)
5. DATE ISSUED October 6, 1997	6. REQUISITION/PURCHASE REQ. NO.	
7. ISSUED BY CODE DOT/RSPA/VNTSC/DTS-852 55 Broadway, Kendall Square Cambridge, MA 02142	8. ADDRESS OFFER TO (If other than Item 7) DOT/RSPA/VNTSC Attn: Edward R. Wirtanen, DTS-852 55 Broadway, Kendall Square Cambridge, MA 02142	

NOTE: In sealed bid solicitations, "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and * copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in **, until 2:00 P.M. local time on November 18, 1997. CAUTION-LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.
* See L.3 C; ** See block 8.

10. FOR INFORMATION CALL: A. NAME: Edward R. Wirtanen
B. TELEPHONE NO.: (617)494-2619 (No Collect Calls)

11. TABLE OF CONTENTS

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within ____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)
 10 Calendar days ____% 20 Calendar days ____% 30 Calendar days ____% ____ Calendar days ____%

14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:

AMENDMENT NO	DATE	AMENDMENT NO	DATE
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15A. NAME AND ADDRESS OF OFFEROR
 Code: Facility:

16. NAME AND TITLE OF PERSON
 AUTHORIZED TO SIGN OFFER

(Type or Print)

15B. TELEPHONE NO. (Include Area Code) _____

15C. [] CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE--ENTER SUCH ADDRESS IN SCHEDULE

17. SIGNATURE:

18. OFFER DATE:

AWARD (To be completed by Government)	
19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT 21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION
 [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()

23. SUBMIT INVOICES TO ADDRESS IN ITEM 25:(4 copies unless otherwise specified)

24. ADMINISTERED BY CODE
 (If other than Item 7)

25. PAYMENT WILL BE MADE BY CODE
 DOT/RSPA/VNTSC/DTS-823
 55 Broadway, Kendall Square
 Cambridge, MA 02142

26. NAME OF CONTRACTING OFFICER (Type or Print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE
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IMPORTANT - Award will be made on this Form or on Standard Form 26, or by other authorized official written notice.

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 CONTRACT TYPE

- A. This is an indefinite-delivery/indefinite-quantity (IDIQ) Task Order contract. Requirements will be placed under this contract through the issuance of Task Orders.
- B. Due to the variety of services required under the contract, and the circumstances that effect their duration and definition, Task Orders may be issued on a fixed price, cost-plus-award-fee, cost-plus-fixed-fee completion, or cost-plus-fixed-fee term basis at the Contracting Officer's discretion based on the guidelines provided in Part 16 of the Federal Acquisition Regulations.
- C. Individual cost-plus-fixed-fee Task Orders will be issued on a completion form basis pursuant to FAR 16.306 whenever possible. If a completion form Task Order is not appropriate, a term form Task Order may be issued, pursuant to FAR 16.306(d)(2).
- D. The Contract Line Item Number (CLIN) structure provided in SUBSECTION B.4 below, establishes a CLIN for the four contract type/pricing methods available for use under this contract. Because using a particular contract type/pricing methodology requires terms and conditions specific to that use, this contract includes terms and conditions covering fixed price, cost-plus-award-fee, cost-plus-fixed-fee completion, and cost-plus-fixed-fee term tasks. In general, these terms and conditions are clear on their face with regard to applicability. However, where unclear, contract provisions that apply only to a certain type of contract will be differentiated. A task will be issued in only one type. Individual Task Orders will contain and be governed by only those clauses applicable to the contract type/pricing methodology chosen for that task.

B.2 CONTRACT LIMITATIONS

- A. Multiple Contract Awards: (TO BE COMPLETED AT TIME OF AWARD) contracts have been awarded under Volpe Center Solicitation DTRS-57-97-R-00007.
- B. Maximum Contract Value: The value of all Task Orders placed under all contracts awarded shall not exceed \$45,000,000. The maximum value on any single contract is not fixed. As more orders are issued under one contract, the value of orders which can be issued under the remaining contracts drops by an equal amount.
- C. Minimum Guarantee: The guaranteed minimum is a single task of at least \$50,000 for each contract.

B.3 CONTRACT SCOPE

- A. The Contractor, acting independently Contractor and not as an agent of the Government, shall furnish all personnel, facilities, support, and management necessary to provide the services required under this contract and its subsidiary Task Orders. The scope of this effort is defined in the Statement of Work (SOW). Specific requirements will be stated in individual Task Orders.

B.4 CONTRACT LINE ITEMS

ITEM NO.	<u>SERVICES</u>
0001	Security Services/Systems, in accordance with the terms and conditions of this contract and the contract types set forth below:
0001AA	Firm-Fixed-Price type
0001AB	Cost-Plus-Award-Fee type
0001AC	Cost-Plus-Fixed-Fee completion type
0001AD	Cost-Plus-Fixed-Fee term type

SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK/SPECIFICATIONS

The Contractor shall furnish the necessary personnel, facilities support, and management required to comply with the Statement of Work/Specifications as directed in Task Orders issued by the Contracting Officer.

STATEMENT OF WORK

SECURITY SYSTEMS

I. BACKGROUND/INTRODUCTION

The Volpe National Transportation Systems Center (Volpe Center) is currently providing technical assistance on a wide range of activities, including the conduct of analytical studies and system design and installation, to evaluate and improve operational security systems for Federal, state, and local agencies and private sector organizations. Recent projects have been for the Executive Office of the President; the U.S. Department of Transportation (DOT), including the Federal Aviation Administration (FAA), Federal Transit Administration (FTA), and the Federal Highway Administration (FHWA), the U.S. Department of Defense (DOD); the U.S. Department of the Treasury; the U.S. Department of State (DOS); the U.S. Customs Service; and the Immigration and Naturalization Service (INS).

II. OBJECTIVE

The objective of this procurement is to provide the Volpe Center with the required technical assistance in the area of security systems, including detailed studies of specific applications; security requirements evaluation of transportation processes; risk analyses; vulnerability analyses; and system design, development, integration, and installation, to address major national issues related to physical and information security. With advances in state-of-the-art commercial products and technology, it is possible to greatly improve the reliability and efficiency of security systems with the implementation of effective security countermeasures.

Development and modification of information systems performed as part of any task activity shall be in compliance with all Federal and Sponsor-agency statutory and regulatory Information System Security (INFOSEC) requirements (e.g., Computer Security Act, Privacy Act, OMB Circulars A-123 and A-130, DOT Departmental Information Resource Management Manual (DIRMM, DOT H-1350.2) Chapter #11, Information Systems Security, etc.). It is anticipated that all tasks that include software development, maintenance, conversion or reengineering activities will be planned and managed to achieve Software Engineering Institute (SEI) software Capability Maturity Model (CMM) process goals, at a minimum of Level 2.

III. SCOPE

The Volpe Center requires a broad range of technical assistance related to security systems. This may include assistance to evaluate state rail system plans, implement state-of-the-art systems for the security of transportation facilities and operations, infrastructure protection, and reviews of security systems dealing with hazardous material transportation. Assistance may also include engineering and design of physical security and information security systems, particularly for advanced transportation systems. Future efforts may include comprehensive assessments and implementation of security systems programs for all modes of transportation to include, but not be limited to, the following:

- Public transit (bus, rail, commuter rail)
- Major international airports
- Air traffic control systems
- Maintenance facilities
- Vulnerable infrastructure components
- Intelligent transportation systems
- Inter-city rail (passenger and freight)
- Intermodal passenger terminals
- International intermodal freight terminals (marine, rail)
- Major pipeline facilities
- International border crossings for vehicles and pedestrians

IV. TASK AREAS

The contractor shall, as directed by individual Task Orders, support activities related to all or some of the following areas described in each of the following task areas.

Task Area 1: Feasibility Study

The purpose of a feasibility study is to provide an analysis of objectives and system concepts, evaluation of alternative approaches for achieving objectives, and identification of a proposed approach. This type of study, in conjunction with a cost/benefit analysis, will provide management with adequate information for decisions regarding whether or not to continue development, procurement, or modification of a system (e.g., transportation) or related services. The cost/benefit analysis may be performed as a separate task.

Typical tasks may include, but are not limited to, the following:

- Evaluation of available technology to satisfy programmatic needs, such as advanced user authentication or data encryption
- Feasibility assessments of new or modified solutions to given problems
- Evaluation of commercially available equipment, materials, data communications, hardware or software to enhance the security of existing transportation systems
- Evaluation of cost of equipment and materials versus available revenues or sources of revenues

Task Area 2: Threat Assessment

The purpose of a threat assessment is to determine the extent of the threat to a region, area, information system, or facility. The assessment should identify adversary characteristics, categories of threat, tactics, and methods that could be utilized against the items of concern. The assessment should also include an analysis of the likelihood of threat escalation (i.e., adversary's ability to strike at multiple targets simultaneously). The results of the assessment shall provide input to the range and level of protective security countermeasures required countering the defined threat.

Task Area 3: Cost/Benefit Analysis

The purpose of a cost/benefit analysis is to provide Volpe Center managers, Sponsors, users, designers, and auditors with information on which to evaluate alternative approaches. It shall include many factors associated with the development, design, deployment, test, and installation for the project, and shall be used for planning purposes only. The results of the analysis shall reflect specific benefits and various cost savings associated with each defined implementation approach. Therefore, when reviewed in conjunction with a feasibility study and threat assessment, this analysis will provide the Volpe Center with the tools needed to make critical decisions.

Task Area 4: Vulnerability Assessment

The purpose of a vulnerability assessment is to identify all types of vulnerabilities within the system in order to develop an effective and successful threat prevention and security countermeasures program.

Vulnerability assessment program activities may include, but are not limited to, the following:

- Transportation system risk modeling
- Assessment of physical vulnerabilities of transportation systems
- Assessment of data communications and information system vulnerabilities
- Assessment of overall transportation network vulnerabilities
- Assessment of operational procedures and policies

Task Area 5: Risk Analysis, Assessment and Management

The purpose of risk analysis is to analyze security risks or potential threats. This is an effective way to take a "snapshot in time" of the various systems, components, information system architectures, and equipment as they are actually being used, assess possible risk factors, and survey system users to evaluate the risk implications of existing security policies. In other words, risk analysis is a top-down review that takes every potential threat into consideration and identifies risk priorities that can be justified with "real" numbers, based on probability and impact of events.

Typical task areas may include, but are not limited to, the following:

- Identification and valuing of computer/ communications network assets
- Selection of risk management techniques
- Development of plans for system changes to reduce risks
- Development of evaluation guidelines and consequence comparisons
- Assessment of adequacy of existing management, operational, and technical controls in safeguarding assets against waste, loss, unauthorized access and use, and misappropriation
- Development of management tools/resources for continual evaluation and upgrade of security systems
- Assessment of newly developed systems, components, networks and technologies, equipment, and/or technologies
- Analysis of the consequences/impact of potential threats resulting in recommendations of security countermeasures
- Technical assistance to ensure implemented countermeasures do not create new vulnerabilities

Task Area 6: Security Requirements and Alternatives

The purpose of a functional alternative(s) study is to provide Volpe Center managers, sponsors, users, and designers with sufficient information to select a technical solution which best meets the Volpe Center user and technical requirements. Security requirements covering confidentiality, accountability, availability, integrity, certification, compliance, privacy data, and access controls shall be documented. The alternatives shall provide for and establish the functional baseline. An analysis of the alternative security technology options for implementing security requirements shall be conducted. Define evaluation criteria and conduct sensitivity analysis on each of the major functional components and develop criteria from which performance and parameters of configurations may be allocated and/or incorporated into a system specification for various security systems.

Typical task areas may include, but are not limited to, the following:

- Analysis of alternatives for the selection of equipment, systems, supplies, and components
- Development of functional security engineering specifications to support procurement
- Development of a security concept of operations and/or security engineering process
- Identification of Security requirements relating to system prototyping, combining commercial off-the-shelf (COTS) elements, and any necessary developmental components
- Analysis and development of advanced security training approaches, including, but not limited to, the application of interactive learning technologies to support system operations

Task Area 7: Security Technology Assessment

The purpose of the technology assessment is to evaluate state-of-the-art commercial products and technologies in the area of information security . These technologies will be evaluated against a baseline of information system requirements/architecture. Technology to be investigated includes, but is not limited to: secure operating systems, intrusion detection devices, internet security, network monitoring tools, encryption, trusted databases, data communication, and system administration tools.

Task Area 8: Security Policy Development

The purpose of developing security policy is to institute procedures into the organization that can be followed to implement an effective security program. The policy will provide mechanisms that protect information systems and ensure the implementation of security countermeasures. Security policy areas include, but are not limited to: system security plans, risk management, certification, authorization, security awareness/training, security incidents, telecommunications security, encryption, etc.

Task Area 9: Strategic Planning and Implementation Planning

Strategic planning involves long-range projection of anticipated security system development and milestones. The purpose of an implementation plan is to provide Volpe Center managers, Sponsors, designers, and users with a detailed description of a sequence of specific steps which must be taken to achieve specified goals, objectives, and/or requirements.

Typical tasks may include, but are not limited to, the following:

- Implementation plans for modification of security systems to conform to a Volpe Center sponsoring agency's security standards and security policies
- Implementation plans for the transition to upgraded procedures, new security systems, modified state-of-the-art data communications and information system architectures
- Strategic planning for security systems and the policies and procedures that will guide the design, development, and implementation of the state-of-the-art or mandated systems
- Identification of funding needs and sources of funds

Task Area 10: General Systems Analysis and Evaluation

A general systems analysis and evaluation may address existing or proposed systems or processes, problems, or requirements, as well as design or redesign of systems, tools, or processes. This analysis establishes a minimum test scenario, which would be capable of exercising as many security system functional requirements as possible in a real-world environment. The long term objective of this task is to provide the Volpe Center managers sufficient information, useful data, and standards for a comprehensive effort to create a standard specification for use in the design and development of the required security system.

Typical tasks may include, but are not limited to, the following:

- Development of draft standards to guide the development processes in areas such as user interface design, coding, and system testing
- Development of security information requirements and methods to evaluate the effectiveness of concurrently implemented or proposed procedures
- Development of mathematical models that simulate a real-world system, e.g., evaluation of an existing emergency response system
- Development and evaluation of a facility bomb-blast modeling system
- Development of security systems and/or procedures
- Development of information system and network simulations to evaluate potential vulnerabilities and countermeasures

Task Area 11: System Design and Development

The purpose of system design and development is to create prototype and full-scale systems to solve a particular problem. These designs shall fully integrate high quality state-of-the-art equipment which is readily available on the commercial market to correct weaknesses of a particular asset or facility, or implement effective security countermeasures. If commercial equipment does not meet specific requirements, a task may prototype or develop the required interfaces or software necessary to ensure a high degree of system availability, confidentiality, reliability, integrity, and maintainability. This may be a logical extension of a feasibility study, implementation plan, or may be an independent item.

Typical tasks may include, but are not limited to, the following:

- Development of information system security policies, architectures and designs
- Design and development of prototype intrusion detection or sensor systems
- Implementation of intruder detection devices network monitoring tools, encryption, etc.
- Definition of a system interface, design, development, implementation, and troubleshooting, using hardware, software, data communications, and firmware
- Test, evaluation, and integration of commercial components to produce integrated security systems
- Development of procedures, documentation, and operational manuals for transportation security systems
- Design and development of automated systems for biometrics identification
- Design and development of embedded security systems
- Implementation of secure operating systems and trusted databases
- Design and development of video surveillance and monitoring systems
- Design and development of integrated security systems
- Design and development of training programs for the operation of existing or newly developed security systems
- Preparation of creative interactive training aids and materials for the operation of existing or newly developed security systems

Task Area 12: System Deployment

Upon conclusion of the systems design, development, and integration phases, the contractor may be called upon to install identified systems and subsystems and perform operational verification.

Typical tasks may include, but are not limited to, the following:

- Procurement and installation of any systems, subsystems, and/or required equipment for implementation of Volpe Center approved or selected systems designs
- Provision of appropriate personnel with Volpe Center specified qualifications/skills necessary to install selected systems, subsystems, and/or required support equipment
- Coordination of the logistic aspects of systems deployment or installation
- Production of design and "as-built" documentation, including detailed drawings of the subject matter (such as facilities, vehicles, communication and control systems, etc.).
- Provision of technical expertise in the deployment of security systems in industrial/commercial grade buildings and those facilities/operational centers and information systems common to the national transportation enterprise, such as airports, air traffic control facilities, seaports, rail yards, and intermodal/transition/transfer points
- Provision of training programs for security systems that have been developed

Task Area 13: System Effectiveness Assessment

The purpose of system effectiveness assessment is to ensure that the security systems that have been developed are continually evaluated to ensure smooth transition from old to new systems, and also to take into account the impact of new technologies on users' processes and procedures, thus ensuring that systems are implemented to maximize effectiveness and compatibility.

Typical tasks may include, but are not limited to, the following:

- Determination of the best methodologies for redesigning equipment or procedures for integration into the new equipment, systems, and/or technologies
- Determination of the best methodologies to continually take into account the impact of new technology on users' processes and procedures
- Development and implementation of penetration testing
- Continual upgrade of the old processes and procedures to ensure compatibility with the new platform, systems, and/or technologies
- Evaluation of systems on an ongoing basis to ensure that systems are well maintained
- Identification of human factors issues. Revision of policy and procedures for all modes, as required
- Risk mitigation assessment
- Contingency planning
- Security countermeasures

Task Area 14: On-site Investigation of System Security

On-site investigation of system security may be required to ensure compliance with specific agency regulatory requirements and standards. In addition, protection of public interests may require assessment of hazards which are not covered by statutes, codes, and regulations, but are in the realm of professional practices. Assessment often requires balancing actual ability to mitigate hazards against the perceived risks in specific systems or facilities.

Typical tasks may include, but are not limited to, the following:

- Threat and protection assessment at a facility or transportation system
- Survey of adequacy of training to meet security requirements at a facility or transportation system
- Adequacy of hazard mitigation to protect a facility, employees, customers, and the public

SECTION D

PACKAGING AND MARKING

D.1 GENERAL

The following paragraphs shall be applicable to all Task Orders issued under this Contract, unless otherwise specified by an individual Task Order. Additional requirements may be specified in each Task Order.

D.2 F.O.B. POINT

All items shall be shipped F.O.B. destination with all shipping and transportation costs prepaid.

D.3 PACKAGING

The Contractor shall ensure that all items are preserved, packaged, packed, and marked in accordance with best commercial practices to meet the packing requirements of the carrier and ensure safe delivery at destination.

D.4 MARKING

Containers shall be clearly marked as follows:

- A. NAME OF CONTRACTOR;
- B. CONTRACT NUMBER;
- C. TASK ORDER NUMBER;
- D. DESCRIPTION OF ITEMS CONTAINED THEREIN;
- E. CONSIGNEE'S NAME AND ADDRESS; and
- F. If applicable, Packages containing software or other magnetic media shall be marked on external containers with a notice reading substantially as follows: "CAUTION: SOFTWARE/MAGNETIC MEDIA ENCLOSED. DO NOT EXPOSE TO HEAT OR MAGNETIC FIELDS".

SECTION E

INSPECTION AND ACCEPTANCE

E.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates the following clauses, by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

52.246-02 INSPECTION OF SUPPLIES - FIXED PRICE (AUG 1996)
52.246-04 INSPECTION OF SERVICES - FIXED-PRICE (AUG 1996)
52.246-03 INSPECTION OF SUPPLIES - COST REIMBURSEMENT (APR 1984)
52.246-05 INSPECTION OF SERVICES - COST REIMBURSEMENT (APR 1984)
52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

E.2 GOVERNMENT REVIEW AND ACCEPTANCE

- A. The Government will review and verify that all deliverables associated with a Task Order issued under this Contract fulfill the requirements and standards stated in this Contract and in the associated Task Order.
- B. Technical inspection and acceptance of all work, performance, reports, and other deliverables under this contract shall be performed at the location specified in an individual Task Order. The Task Order shall also designate the individual responsible for inspection and acceptance, as well as the basis for acceptance. Task Order deliverable items rejected shall be corrected in accordance with the applicable clauses.
- C. Unless otherwise stated in the individual Task Order, the Government requires a period not to exceed thirty (30) days after receipt of the final deliverable item(s) for inspection and acceptance or rejection. Final acceptance rests with the Contracting Officer or designee.

SECTION F**DELIVERIES OR PERFORMANCE****F.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)**

This contract incorporates the following clauses, by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

<u>CLAUSE NO.</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
52.242-15	Stop-Work Order ¹	(AUG 1989)
52.242-15	Stop-Work Order Alternate I ²	(AUG 1989)

F.2 CONTRACT PERIOD OF PERFORMANCE

- A. The ordering period of this contract is five years from the effective date of award (See Section I, FAR 52.216-18, "Ordering"). The Contractor shall not be required to make deliveries under this contract beyond six years from date of award. (See Section I, FAR 52.216-22).
- B. The period of performance, deliverables, and milestones shall be specified in each Task Order.

F.3 DELIVERIES

Delivery of supplies, services, written documents, etc.(including required formats and delivery locations) will be in accordance with the Task Order requirements. All correspondence and reports related to each Task Order shall be delivered to the cognizant Contracting Officer and/or designated Contracting Officer's Technical Representative (COTR) as specified in the Task Order.

F.4 CONTRACT PROGRESS REPORT

- A. A Contractor, who has been awarded one or more Task Orders, shall provide monthly overall progress reports. The progress reports shall be provided to the Contracting officer or his designee not later than the 15th of each month. The reports shall be submitted electronically in the format to be specified in the Volpe Center Multiple Contractor Resource Base Users Guide.
- B. The monthly progress reports shall address all activity under the contract through the last day of the previous month.
- C. The monthly progress report shall contain the following information:
 - (1) A listing of all new Task Orders accepted for the preceding month, including, for each:
 - a. Task Order number and date of issuance;
 - b. brief description of work covered by Task Order, including estimated hardware/software amounts (if applicable);

¹ Applicable to fixed price task orders

² Applicable to cost reimbursement task orders

- c. amount obligated under Task Order;
 - d. total potential Task Order amount (including options);
 - e. key milestones (including date of first and last deliverable);
 - f. Subcontractor information, if applicable (including name(s), classification of subcontractor (i.e., small, disadvantaged, large, etc.), type of effort being performed, estimated amount/percentage of work to be done by subcontractor(s));
 - g. type of Task Order (i.e., FFP, CPFF, CPAF).
 - h. key personnel assigned to Task Order, including prime Contractor contact point and phone number for Task Order.
- (2) A listing of all ongoing Task Orders (excluding those from paragraph (1) above) including:
- a. Task Order number and date of issuance;
 - b. any modifications to the Task Order;
 - c. summary of dollars expended to date per Task Order;
 - d. estimated percentage of work yet to be completed on the Task Order;
 - e. progress in meeting subcontracting goals and performance measures under the Task Order (if applicable); and
 - f. any updates/revisions to the information provided under paragraph (c)(1) of this clause.
- (3) A listing of all completed Task Orders, including:
- a. Task Order number and date of issuance;
 - b. number and value of modifications issued for the Task Order;
 - c. completion date of Task Order and whether or not inspection and acceptance has been performed by Government;
 - d. total dollar amount of Task Order, including modifications;
 - e. success/failure in meeting subcontracting goals and performance measures under the Task Order (if applicable);
 - f. any updates/revisions to the information provided under paragraph (C)(1) or (C)(2) of this clause; and
 - g. status of performance evaluation comments.
- (4) Significant findings, problems, delays, events, trends, etc. of the reporting period which result from or affect the performance of any Task Order; and any perceived problems which effect the base contract.
- D. The data required in paragraphs (a) through (c) above, along with other relevant information required shall be subject to inclusion in a past performance database developed and maintained by the Government.

F.5 MONTHLY TASK ORDER PROGRESS REPORTS

A Monthly Progress report shall be submitted for each Task Order. The Volpe Center may require that the report be submitted electronically in a designated format. As a minimum, the report will cover the following items:

- A. The work performed during the previous month.
- B. Significant findings, problems, delays, events, trends, etc. of the reporting period which result from or affect the performance of the Task Order.
- C. Detailed technical description of the work planned for the next reporting period.
- D. Specific action requested of the Government to assist in the resolution of a problem or to effect the timely progression of the Task Order.
- E. An up-to-date schedule of the work performed and work to be performed under the Task Order. A chart shall be presented reflecting planned project accomplishments versus actual accomplishments in terms of time.

F.6 MONTHLY TASK ORDER COST REPORTS

Monthly Cost Reports will be submitted by the Contractor, except for fixed price tasks, setting forth monthly cumulative (1) direct labor hours by categories including subcontract hours, and (2) elements of cost by direct labor dollars, overhead, other direct costs, etc., which have been incurred and/or committed. In these reports, the Contractor shall also make its current assessment of completing the remaining work within the remaining funds. A graph shall be prepared by the Contractor using the vertical axis for dollars and the horizontal axis for time that shows actual and projected rates of expenditures for the Task Order. The submission of these REPORTS DOES NOT RELIEVE THE CONTRACTOR of its responsibility under the limitation of costs or funds clauses, applicable to each Task Order and identified in Section I of this contract. The Volpe Center may require that the report be submitted electronically in a designated format.

F.7 TECHNICAL REPORTS

Task Orders that identify technical reports as a deliverable will culminate in one of two types: Letter Type or Technical. The Letter Type will be used primarily for smaller tasks such as data validation, field support, task planning documents, literature searches, analysis plans, conference planning documents, and schedules. Formal technical report(s) may be used for major tasks and may include earlier Letter Type reports as subsections. The Task Order will specify the type of reports as well as the formatting, and the number of copies required. The reports submitted shall be subject to review and approval by the Volpe Center Contracting Officer's Technical Representative (COTR) or Task Order COTR and if necessary, will be modified and resubmitted. The Contractor shall submit a Final Report incorporating the COTR's comments on the Draft Final Report. The number and delivery schedule will be specified in each Task Order. Most Final Reports shall be submitted on disks and in hard copy in a format specified in the Task Order.

F.8 REPORTS OF WORK - REPORT DISTRIBUTION

Nothing set forth herein regarding number of copies shall be construed as authority to disregard the provisions of the clause of this contract entitled "Printing."

A. Contract Progress Report:

- 1 copy Contracting Officer or Administrative Contracting Officer(ACO)
- 1 copy Contracting Officer's Technical Representative (COTR)

B. Monthly Task Order progress reports:

- 1 copy ACO
- 1 copy COTR
- 1 copy Task Order COTR

C. Monthly Task Order cost reports:

- 1 copy ACO
- 1 copy COTR
- 1 copy Task Order COTR

D. Technical Reports

The number of copies and recipients will be determined in each Task Order. The Contractor shall provide a copy of the cover letter transmitting final submission of technical deliverables to the designated Administrative Contracting Officer.

F.9 DOCUMENTATION OF COMPUTER PROGRAMS

The Contractor shall fully document all computer programs first produced in performance of this contract. Unless otherwise specifically agreed to by the Contracting Officer in writing, the Contractor shall deliver the final codes in executable form accompanied by the source and object codes and appropriate support documentation.

F.10 RIGHTS IN DATA

All data first produced in the performance of this contract, including software, shall be delivered with unlimited Government rights, unless otherwise agreed to in writing by the Contracting Officer when granting permission claim to copyright as required by FAR 52.227-14(c).

F.11 WARRANTIES

With respect to equipment or supplies acquired under this contract, title of which will pass to the Government, the Contractor shall ensure that any warranties, together with rights to replacement, service, or technical assistance, shall run to or automatically be assigned to the Government.

F.12 LICENSES

With respect to any computer software, databases or other licensed product acquired under this contract for use at Government facilities, the Contractor shall ensure that the license, together with any associated rights, shall run to or automatically be assigned to the Government.

F.13 PLACE OF CONTRACT PERFORMANCE

Performance in or use of government facilities by the Contractor is not authorized under this contract without the prior approval of the Contracting Officer. This approval will be in the form of a modification to the contract or task.

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 1252.242-73 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (OCT 1994)

- A. The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review and/or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the Contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.
- B. The Contracting Officer cannot authorize the COTR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the Contracting Officer.

G.2 RESPONSIBILITY FOR CONTRACT ADMINISTRATION

Contracting Officer: The Contracting Officer (CO) has the overall responsibility for this contract. The CO alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. However, the CO may delegate certain other responsibilities to his/her authorized representatives.

Administrative Contracting Officer: An Administrative Contracting Officer (ACO) may be designated by the Contracting Officer. The duties of an ACO include but are not limited to: analyze and make recommendations on Contractor's proposals, offers or quotations upon request of the Contracting Officer; and approve Contractor's invoices in accordance with the terms of the contract.

Contracting Officer's Technical Representative: A Contracting Officer's Technical Representative (COTR) will be designated by the Contracting Officer. The responsibilities of the COTR include but are not limited to: inspecting and monitoring the Contractor's work; determining the adequacy of performance by the Contractor in accordance with the terms and conditions of this contract; acting as the Government's representative in charge of work at the site to ensure compliance with contract requirements in so far as the work is concerned; and advising the Contracting Officer of any factors which may cause delay in performance of the work. The COTR does not have the authority to make new assignments of work or to issue directions that cause an increase or decrease in the price of this contract or otherwise affect any other contract terms.

Task Order Contracting Officer's Technical Representative:
The Contracting Officer may designate a Task Order Contracting Officer's Technical Representative (TOCOTR). The TOCOTR will perform the duties of the COTR in connection with the technical oversight of an individual Task Order.

The Contracting Officer, Administrative Contracting Officer, and Technical Representatives are located at:

DOT/RSPA/VOLPE CENTER
55 BROADWAY, KENDALL SQUARE
CAMBRIDGE, MA 02142

G.3 ORDERING

- A. The Government will order any supplies and services to be furnished under this contract by issuing by mail, facsimile, or electronically Task Orders on Optional Form 347, or an agency prescribed form. In addition to the Contracting Officer, the following individuals are authorized ordering officers:

Designated Administrative Contracting Officers

- B. A Standard Form 30 will be used to modify Task Orders.
- C. An authorized company officer of the contractor shall acknowledge receipt of each task order within three (3) calendar days.
- D. Each Task Order issued may incorporate the Contractor's technical and/or cost proposals, and will include an estimated cost and fixed fee or award fee, or a total fixed price in the case of a fixed price Task Order, set forth as a ceiling price. If the Task Order is incrementally funded, the amount available for payment and allotted to the task will also be specified. The Limitation of Funds and/or the Limitation of Cost clauses will control notification requirements when the Contractor has reason to believe it will experience an overrun of the estimated cost or allocated funds specified in a cost reimbursable type Task Order.
- E. Under no circumstances will the Contractor start work prior to the issue date of the Task Order unless specifically authorized to do so by the ordering officer. Any work commenced prior to the date of authorization or task issuance will be considered unauthorized and will not be subsequently ratified.

G.4 TASK ORDERS ISSUED UNDER MULTIPLE AWARD CONTRACTS

- A. All Contractors shall be provided a fair opportunity to be considered pursuant to the procedures set below, for each Task Order to be issued unless:
- (1) the Government's need for the services or property ordered is of such unusual urgency that providing such opportunity to all such Contractors would result in unacceptable delays in fulfilling that need;
 - (2) only one such Contractor is capable of providing the services or property required at the level of quality required because the services or property ordered are unique or highly specialized;
 - (3) the delivery order should be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to a Task Order already issued under this contract, provided that all awardees were given a fair opportunity to be considered in the original order;

- (4) it is necessary to place the order with a particular Contractor in order to satisfy a minimum order.
 - (5) it is necessary to limit competition to meet preference program goals.
- B. Unless the procedures in paragraph (A) are used for awarding individual orders, multiple award Contractors will be provided a fair opportunity to be considered for each order using the following procedures:
- (1) The Government will examine existing information already in the Government's possession, such as awardee's original proposal and proposals in response to Task Orders Request for Proposals (labor rates, indirect rates, technical/management approaches, etc.) and current past performance report records. As work proceeds under this contract, past performance report records submitted with the original proposal will be de-emphasized in favor of past performance reports received on Task Orders performed under this contract. The Government's examination of existing information will be conducted in light of the functional and/or technical areas of the requirement and used to determine which awardees will be requested to submit a proposal for the requirement. Brief surveys may also be conducted to determine which awardees have interest and capability in a particular requirement.
 - (2) Once the Government determines which awardees will be asked to submit a proposal for the requirement, the Contracting Officer may contact Contractors to identify resource availability and price/cost for well defined tasks. The Contracting Officer may issue written requests to the Contractors requesting the submission of written and/or oral or videotaped technical offers for complex tasks, where a technical approach, as well as resource availability and price/cost need to be considered.
 - (3) A written cost proposal will always be required for all Task Orders to be issued under this contract. The cost proposal shall include detailed cost/price amounts of all resources required to accomplish the task, (i.e. labor hours, rates, travel, incidental equipment, etc.). Proposals submitted for cost type Task Orders will be based on average category rates or current salary rates (whichever method the offeror customarily uses), as indicated by the Contractor's or subcontractor's current payroll data, and the current provisional indirect rates, as indicated by the latest indirect rate negotiation from the cognizant auditor of the Contractor. Offerors shall provide current, up-to-date, copies of the negotiated provisional indirect rates for the Contractor and any subcontractors with their offers for individual Task Orders unless this information has previously been provided to the contracting officer. Offerors shall also provide an explanation of any significant difference (10% or more) between any labor rate proposed and the rate proposed under the base contract. Any significant difference between the ratio of administrative hours to professional hours proposed for the Task Order versus the ratio of administrative hours proposed to professional hours for the base contract must be explained. Any significant inconsistency between the

type and amount of ODCs proposed for the task and the type and ODCs proposed under the base contract must also be justified. Both "sanitized" and "unsanitized" cost proposals will be required. "Unsanitized" cost proposals are complete cost proposals which include all required information. "Sanitized" cost proposals shall exclude all company proprietary or sensitive data, but must include a breakdown of the total labor hours proposed and a breakout of the types and associated costs of all proposed ODCs.

- (4) Offerors who are not small businesses shall submit a Small Business and Small Disadvantaged Business and Women Owned Small Business Subcontracting Plan for each Task Order equal to or exceeding \$500,000. For those offerors that have an approved Master Subcontracting Plan under the contract, only subcontracting information relating to the particular Task Order will be required. The subcontracting plan submitted must be acceptable to the Contracting Officer in order for a Contractor to be considered for award of a task.
- (5) Each request for proposals will include the following: (a) the Statement of Work (SOW); (b) the evaluation criteria which will be used to evaluate the offers; (c) the components of the offer (technical and/or price/cost or other factors) to be submitted; (d) the format for submission; (e) the time frame for submission of the offer; and (f) applicable Representations, Certifications, and Other Statements of Offerors; and (g) any other relevant instructions to the Contractor.
- (6) Upon receipt of a request for proposal, the Contractor may submit an offer to the Contracting Officer which must include the technical, cost, and any other information requested. The proposal must be submitted by the time specified in the request.
- (7) The method of evaluation and selection of an awardee for a Task Order will be identified in the request for proposal. Selection methods may include award to lowest-evaluated-cost/technically acceptable offer, or to the Contractor with the highest composite technical/price score. The method of evaluation, weighting, and selection will be described in individual Task Order solicitations.
- (8) The Government shall have the right to select the Contractor based on initial offers without discussions, but the Government reserves the right to hold discussions after evaluation of initial offers, in the Contracting Officer's discretion.
- (9) If the Government determines that certain personnel are key to successful completion of a Task Order, they shall be designated as "Key Personnel" for the Task Order pursuant to TAR 1252.215-71, Section I.

- (10) The Government may debrief unsuccessful offerors on a Task Order RFP. Requests must be made within 5 days of the notice of award for a specific Task Order. Based upon the extent/complexity of a specific Task Order, the Government shall decide whether a debriefing will be held; and if so, what form the debriefing will take (e.g. meeting, letter, teleconference, etc.).

G.5 TASK ORDER OMBUDSMAN

Contractors wishing to issue complaints regarding the solicitation or award of individual Task Orders shall submit such complaints to the Task Order Ombudsman, Volpe National Transportation Systems Center, 55 Broadway, Cambridge, MA 02142-1093, Attn: DTS-2. It should be noted that in accordance with FAR 16.505(a)(7), no protest is authorized in connection with the issuance of a Task Order except for a protest on the grounds that the Task Order increases the scope, period of performance or maximum value of the contract.

G.6 ACCOUNTING AND APPROPRIATION DATA

Each individual Task Order shall specify the Accounting and Appropriation Data from which payment shall be made.

G.7 PAYMENT AND CONSIDERATION

Contract clauses regarding payment processes and consideration will differ depending on the contract type/pricing methodology used in the Task Order, and on the socio-economic status of the firm performing the Task Order. Specific clauses to be used in each case are provided below.

- A. The following clause is applicable to Fixed-Price Task Orders:

CONSIDERATION - FIXED PRICE

Upon delivery and acceptance of the required services, the Contractor shall be paid at the fixed price specified on the face of the Task Order.

- B. The following clauses are applicable to Cost-Plus-Fixed-Fee Task Orders:

CONSIDERATION - COST-PLUS-FIXED-FEE

- (1) Subject to the clauses Limitation of Cost (FAR 52.232-20), Allowable Cost and Payment (FAR 52.216-7), and Fixed Fee (52.216-8), the total allowable cost of this task shall not exceed \$(TO BE COMPLETED AT TIME OF AWARD OF TASK), which is the total estimated cost of the Contractor's performance hereunder exclusive of fixed fee. In addition, the Government shall pay the Contractor a fixed fee of \$(TO BE COMPLETED AT TIME OF AWARD OF TASK) for the performance of this task.
- (2) The Contractor shall be provisionally reimbursed indirect expenses on the basis of billing rates approved by the cognizant federal agency (CFA) pending establishment of final indirect rates.

- (3) The final indirect expense rate pertaining to the contract shall be those determined for the appropriate fiscal year in accordance with FAR 42.705 and FAR 52.216-7.

C. The following clauses are applicable to Cost-Plus-Award-Fee Task Orders:

CONSIDERATION - COST-PLUS-AWARD-FEE

- (1) Subject to the clauses Limitation of Cost (FAR 52.232-20) and Allowable Cost and Payment (FAR 52.216-7), the total allowable cost of this task shall not exceed \$ (TO BE COMPLETED AT TIME OF AWARD OF TASK), which is the total estimated cost of the Contractor's performance hereunder exclusive of base fee. In addition, the Government shall pay the Contractor a base fee of \$ (TO BE COMPLETED AT TIME OF AWARD OF TASK) for the performance of this task.
- (2) The Contractor shall be provisionally reimbursed indirect expenses on the basis of billing rates approved by the cognizant federal agency (CFA) pending establishment of final indirect rates.
- (3) The final indirect expense rate pertaining to the contract shall be those determined for the appropriate fiscal year in accordance with FAR 42.705 and FAR 52.216-7.
- (4) The award fee provided for in this Task Order is \$ (TO BE COMPLETED AT TIME OF AWARD OF TASK) and is subject to the terms of the "Determination of Award Fee" AND "Distribution of Award Fee" clauses, (see Section I). The estimated cost, base fee, and available award fee are as follows:

Estimated Cost:	\$ (TO BE COMPLETED)
Base Fee:	\$ 0
Available Award Fee:	\$ (TO BE COMPLETED)
Maximum Available CPAF:	\$ (TO BE COMPLETED)

- (5) The amount of the award fee shall be based on a subjective evaluation by the Government of the quality of the Contractor's performance judged in light of the nature of the work involved and any other factors that are considered relevant to the determination in accordance with the "Performance Plan" clause (see Section I). This evaluation will be based on the past performance evaluation conducted on all tasks using the Contractor Performance Report. However, the following criteria apply to each of the five(5) performance ratings:

EXCEPTIONAL PERFORMANCE (100%)

The Contractor's contribution in the performance of the task is absolutely essential to the overall effort and far exceeds the contribution normally expected. Most importantly, within the scope and cost of the Task Order the work is performed so expertly and thoroughly that a new dimension is added to the original requirement. Resulting deliverables are always provided on time or ahead of schedule, on or under cost estimates, and are of such superior technical quality that additional effort is not required. Substantial expert and innovative effort and interaction is provided. Overall cost and personnel management is handled in a totally proficient and effective manner so as to maximize both the Government's return on investment and the Contractor's own technical capabilities. Subcontracting goals are met and exceeded in all categories. The Contractor displays quality management, including identification of and statistical process control for critical processes, subcontractor involvement in continuous process improvement.

GOOD PERFORMANCE (85%)

The Contractor's contribution in the performance of the task is a great asset to the overall effort and often exceeds the contribution normally expected. Within the scope and cost of the Task Order, work is performed with great technical skill and meets or occasionally exceeds the requirements of the task. The resulting deliverables are always of high quality, provided on or occasionally ahead of schedule and within cost estimates. Substantial innovative thought and interaction between tasks is often evident. Subcontracting goals are met in all categories and exceeded in some of those categories.

SATISFACTORY PERFORMANCE (70%)

The Contractor's contribution in the performance of the task is a solid asset to the overall effort and is commensurate with the amount of contribution expected. Work is performed in a professional and thorough manner and deliverables meet all contract requirements. Some deliverables may be delivered ahead of schedule while others may experience slight delays; however, overall the contract schedule is met. Some creativity and innovative thought is demonstrated in the delivery of work. Cost and personnel performance are fully acceptable and any deviations are within what would be expected of an effective and professional execution of a technical support effort. Subcontracting goals are met in all categories.

MINIMALLY ACCEPTABLE PERFORMANCE (40%)

The Contractor's contribution in the performance of the task, although evident in the execution of the overall effort, is below that contribution normally expected for such an effort. Work is completed; however, additional Government assistance and direction is required to ensure completion. The resulting deliverables are often provided on schedule; however, some delays are experienced and deliverables occasionally require correction or resubmission prior to acceptance. Some cost deviations of significant proportions may have occurred in conjunction with the resubmissions and delays. Subcontracting goals are not met. Overall management of technical effort and personnel is less than what would be expected of a completely satisfactory effort.

UNSATISFACTORY (0%)

Performance failed to satisfy the minimum contract or task requirements, technical or otherwise.

G.8 PAYMENTS UNDER COST REIMBURSEMENT CONTRACTS

- A. One original and five copies of an invoice or contract financing requests or invoices shall be submitted covering the amount claimed to be due and services rendered and cost incurred thereunder. Under indefinite delivery/indefinite quantity contracts, separate invoices or contract financing requests must be submitted for each task. However, all interim payment requests for tasks under the contract must be submitted concurrently each month and only one contract level completion invoice shall be submitted. The completion (final) invoice is the last voucher to be submitted for incurred, allocable, and allowable costs expended to perform all Task Orders issued under the contract. This contract level voucher should include all reserves, allowable cost withholdings, balance of fixed fee, etc. The final contract level invoice request shall include current and cumulative charges for amounts claimed under each task by major cost element, and the fixed fee relative to each task. NOTE: Under no circumstances can funds obligated under one task be used to pay costs incurred or fee earned under another task.
- B. Invoice or Contract Financing Request Information In addition to the information required by FAR 52.216-7 and FAR 52.232-25 incorporated by reference in Section I, an invoice or contract financing payment request must meet the following requirements:
- (1) Consecutively number each interim payment request beginning with No. 1 for each task.
 - (2) The voucher shall include current and cumulative charges by major cost element such as direct labor, overhead, and other direct cost. Cite direct labor hours incurred by labor category as set forth in the contract or task including the identification of all personnel utilized in each category with their associated hours. Other direct costs must be identified, e.g., travel, per diem, material, and equipment. The charges for subcontracts shall be detailed in a supporting schedule showing the major cost elements for each subcontract.
 - (3) Requests for contract financing or invoices must clearly indicate the period of performance for which payment is requested and Volpe Center accounting information necessary to process payments. When contracts or Task Orders contain multiple lines of accounting data, charges that cannot be assigned to a single line of accounting information should be allocated based on the percentage of total dollars, unless otherwise specified.

- (4) When the Contractor submits vouchers on a monthly basis, the period covered by invoices or requests for contract financing payments must be the same as the period for monthly progress reports reported under the contract or tasks. If, in accordance with FAR 52.216-7, the Contractor submits requests for invoices or contract financing payments more frequently than monthly, one payment request per month must have the same ending period as the monthly progress report. Where cumulative amounts on the monthly reports differ from the aggregate amounts contained in the request(s) for contract financing payments covering the same period, the Contractor must provide a reconciliation of the difference as part of the payment request.
- (5) Pending settlement of the final indirect rates for any period, the Contractor shall be reimbursed at billing rates approved by the Cognizant Federal Agency (CFA). The Contractor shall ensure that any change in the identity of the CFA responsible for establishment of its indirect rate factors is made known to the Volpe Center ACO. These rates are subject to appropriate adjustments when revised by mutual agreement or when the final indirect rates are settled, either by mutual agreement or unilateral determination by the CFA (see FAR 42.704). In accordance with FAR 52.216-7, the Contractor shall submit to the CFA a proposal for final indirect rates based on the Contractor's actual costs for the period, together with all supporting data. In addition Contractors are required by the CFA to submit billing rate proposals, usually no later than 30 days after the close of its fiscal year, for the ensuing fiscal year to the CFA. Copies of the cover letter submitting the proposal must be provided to the Volpe Center ACO. The Contractor's failure to provide the rate proposal in a timely manner may impact payment of financing request and could ultimately result in suspension of the indirect expense portion. The Contractor shall provide copies of all rates established by the CFA to the Volpe Center ACO. It is imperative that the ACO be provided signed copies of all rate agreements, since these rate agreements must be in the possession of the Volpe Center before any rates contained therein can be utilized by the Contractor for cost reimbursement.

G.9 PAYMENT OF FEE - COST-PLUS-FIXED-FEE

- A. Requests for provisional fee payment must be based on and be consistent with the information stated in the contract or task financing request. However, the request must be submitted separately.
- B. For term-type Task Orders, a portion of any fixed-fee specified in the Task Order will be paid on a provisional basis. The amount of such payments will be based on the ratio of direct professional labor hours expended during the covered period to the direct professional labor hours specified in the Task Order. Direct professional labor hours include only the labor categories specified for the Task Order such as engineers, scientists, technicians, statisticians, and programmers and not administrative or support personnel such as company management, typists, and key punch operators, even though

such administrative personnel are normally treated as direct labor by the Contractor. The total fee for each term task shall be payable upon acceptance of the work by the Government and upon receipt of a written certification from the Contractor that the level of effort specified in the Task Order has been expended.

- C. If a performance is considered satisfactory, the Government may make provisional fee payments subject to FAR 52.216-8 on the basis of percentage of work completed, as determined by the Contracting Officer for completion-type tasks. The Contractor shall be required to complete the specified end product (e.g. a Final Report or working system) within the estimated cost, as a condition for payment of the entire fixed-fee. In the event the work cannot be completed within the estimated cost, the Government may require more effort without any increase in fee, provided the Government increases the estimated cost. If the Government chooses not to increase the estimated cost, the fixed-fee payable will be based on the Contracting Officer's determination of the percentage of completion of the specified end product(s).
- D. Provisional payment of fee will be subject to other relevant clauses of the contract including retainage.

G.10 PERFORMANCE EVALUATIONS

- A. Performance evaluations shall be done for each completed Task Order over \$500,000 and for selected tasks for lower amounts as determined by the Contracting Officer. Performance evaluations shall also be completed at least annually for Task Orders that have a performance period in excess of one year. (The performance evaluation form shown in Attachment J.2, or equivalent form, shall be used.)
- B. The Contracting Officer or designee shall submit the completed evaluation to the Contractor for comment. The Contractor shall have 30 days in which to respond. The Government will consider any comments provided by the Contractor before finalizing the Performance Report and the Contractor's comments will be attached to the Report.

G. 11 VOUCHER REVIEW

The Government may at its sole discretion arrange for a Contractor to review vouchers and supporting data submitted for payment under the provisions of this contract. The Contractor reviewing vouchers and supporting data will perform this function in accordance with contract provisions which prohibit disclosure of proprietary financial data or use of such data for any purpose other than to perform accounts payable services.

G.12 COST ACCOUNTING SYSTEMS

- A. Cost Accounting System

The Contractor shall maintain a job order cost accounting system that will accumulate costs incurred for each Task Order separately.

B. Task Order Proposal Preparation Cost

Submission of proposals in response to Task Order RFP's is not mandatory. Bid and proposal expenses incurred in connection with the preparation of task order proposals will be reimbursed in accordance with established practices; however, bid and proposal costs will not be reimbursed as direct costs.

C. Uncompensated Overtime

(The term "contract proposals" as used in this clause, refers to proposals which may result in initial contract award. Task Order proposals refers to proposals received in response to Task Order RFP's.)

Uncompensated overtime is defined as hours worked by Fair Labor Standards Act exempt employees in excess of forty hours per week, for which no compensation is paid in excess of normal weekly salary. An offeror/subcontractor may include uncompensated overtime in its cost proposal only if the practice is consistent with its established accounting practices.

The Contractor/subcontractor's accounting system must record all direct and indirect hours worked, including uncompensated overtime.

Only those Contractors/subcontractors who included uncompensated effort in their contract proposals may utilize this accounting practice in a Task Order proposal or during performance. Similarly, Task Order proposals must include uncompensated effort consistent with contract cost proposals. Task Order proposals which deviate from contract proposals must include an explanation for the deviation for the Contracting Officer's consideration.

The following clause will be included in each Task Order when the awardee or subcontractors included uncompensated overtime in their Task Order proposals:

This Task Order is based upon the Contractor's Task Order proposal dated _____ in which, of the total _____ hours required, _____ hours are estimated to be uncompensated as shown below;

Prime Contractor Workweek

Prime Contractor: _____

Division: _____

Task Order Labor Category	Total <u>Hours</u>	Compensated <u>Hours</u>	Uncompensated <u>Hours</u>
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Subcontractor Workweek

Subcontractor Name: _____

Division: _____

Task Order	Total Compensated	Uncompensated
Labor Category	<u>Hours</u> <u>Hours</u>	<u>Hours</u>

During performance, the Contractor must provide compensated and uncompensated hours in at least the same ratio as shown in the above schedule, by labor category. If the Contractor anticipates that the ratio will not be achieved by the completion of the task order, the Contractor shall notify the Contracting Officer, in writing, identifying the expected shortfall. The Contractor must offer to furnish the total level-of-effort included in the task order at no additional cost or fee. The notice shall be provided sufficiently in advance of the completion of the task order to allow the performance of all such hours within the task order term and within the total estimated cost and fixed fee for the task order. If the Contractor fails to provide such notice sufficiently in advance, the Contracting Officer at his/her sole discretion shall have the option of:

- (1) extending the term of the task order and requiring that the Contractor provide the total level of effort at no extra cost to the Government, or
- (2) reducing the cost to be reimbursed by an amount calculated by multiplying the number of hours of unworked uncompensated overtime by the average burdened labor rate for those labor categories and reducing the fixed-fee proportionately. The Contractor shall indicate on his invoices, and any contract data items for cost/schedule status, all hours worked, both compensated and uncompensated.

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 PAYMENT FOR OVERTIME PREMIUMS

In accordance with FAR 52.222-2, Payment for Overtime Premiums, the use of overtime is authorized if the overtime premium cost does not exceed \$0.00.

H.2 NON-PERSONAL SERVICES

- A. No personal services as defined in Part 37 of the FAR shall be performed under this contract. No Contractor employee will be directly supervised by the Government. All individual employee assignments, and daily work direction, shall be given by the Contractor's supervisor. If the Contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action.
- B. The Contractor shall not perform any inherently Governmental actions under this contract. No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government Contractors in connection with this contract, the Contractor employee shall state that they have no authority to in any way change the contract and that if the other Contractor believes this communication to be a direction to change their contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer.
- C. The Contractor shall insure that all of its employees working on this contract are informed of the substance of this clause. Nothing in this clause shall limit the Government's rights in any way under any other provision of the contract, including those related to the Government's right to inspect and accept the services to be performed under this contract. The substance of this clause shall be included in all subcontracts at any tier.

H.3 GPO PRINTING REQUIREMENT

All printing funded by this contract will be accomplished in conformance with Title 44, United States Code, regulations of Joint Committee on Printing, applicable provisions of appropriation acts, and applicable regulations issued by the Government Printing Office and the Department of Transportation.

H.4 SALES TAX EXEMPTION

- A. The Volpe National Transportation Systems Center, as part of the Department of Transportation, an agency of the United States, is an exempt purchaser. Accordingly, all purchases of personal property by this organization are exempt from state and local taxation.

- B. The Contractor will be provided with Tax Exemption certificates for the purpose of obtaining an exemption under this procurement for materials and equipment purchased under this procurement (see each individual Task Order). Notwithstanding the terms of the Federal, State, and Local Taxes clause, the Contractor shall state separately on its vouchers the amount of state sales tax, and the Government agrees to either to pay the amount of the tax to the Contractor or, where the amount of the tax exceeds \$250.00 to provide evidence necessary to sustain the exemption.

H.5 CONFERENCES

The Contracting Officer, or his duly authorized representative, may call a conference from time to time as deemed necessary to discuss any phase of performance under a task. Any conferences or meetings shall be scheduled and coordinated with the Contracting Officer. All discussions, problems encountered, solutions reached, and evaluations made during any conference shall be documented in the next Monthly Status Report for the current reporting period. In any case, such reporting shall not, in and of itself, constitute formal direction to and/or Contracting Officer acceptance of the topics discussed.

H 6. INCIDENTAL HARDWARE/SOFTWARE

The acquisition of incidental hardware, software, or supplies may be appropriate on individual Task Orders in cases where the hardware/software is incidental to the performance of services to be provided under the Task Order, and the Government may require the Contractor to purchase hardware, software, and related supplies to support specific projects. Such requirements will be identified at the time a Task Order is issued or may be identified during the course of performance of a Task Order by the Government or Contractor. If the Contractor identifies a requirement for miscellaneous supplies within the scope of a Task Order, the Contractor shall submit to the Government a request for approval to purchase such materials. The request shall include a description of the specific items, direct cost, indirect cost and rationale.

H.7 LEVEL OF EFFORT NOTIFICATION

- A. The Contractor shall notify the Administrative Contracting Officer immediately in writing whenever it has reason to believe that:
- (1)The level of effort that the Contractor expects to incur under any term type task in the next 30 days, when added to the level of effort previously expended in the performance of that Task Order, will exceed 75% of the level established for that Task Order;
 - (2)The level of effort required to perform a particular Task Order will be greater than the level of effort established for the Task Order.

- B. Either the "Limitation of Cost" or the "Limitation of Funds" clause, depending on whether the Task Order is fully funded or not, applies independently to each Task Order under this contract and nothing in this clause amends the rights or responsibilities of the parties hereto under either of these two clauses. The notifications required by this clause are separate and distinct from any specified in the "Limitation of Cost" or "Limitation of Funds" clause.

H.8 HANDLING OF DATA

- A. The Contractor and any of its subcontractors in performance of this contract, may have need for access to and use of various types of data and information in the possession of the Government which the Government obtained under conditions which restrict the Government's right to use and disclose the data and information, or which may be of such a nature that its dissemination or use other than in the performance of this contract, would be adverse to the interests of the Government or other parties. Therefore, the Contractor and its subcontractors agree to abide by any restrictive use conditions on such data and not to:
- (1) Knowingly disclose such data and information to others without written authorization from the Contracting Officer, unless the Government has made the data and information available to the public; and
 - (2) Use for any purpose other than the performance of this contract that data which bears a restrictive marking or legend.
- B. In the event the work required to be performed under this contract requires access to proprietary data of other companies, the Contractor shall obtain agreements from such other companies for such use unless such data is provided or made available to the Contractor by the Government. Two copies of such company-to-company agreements shall be furnished promptly to the Contracting Officer for information only. These agreements shall prescribe the scope of authorized use or disclosure, and other terms and conditions to be agreed upon between the parties. It is agreed by the Contractor that any such data, whether obtained by the Contractor pursuant to the aforesaid agreement or from the Government shall be protected from unauthorized use or disclosure to any individual, corporation, or organization so long as it remains proprietary.
- C. Through formal training in company policy and procedures, the Contractor agrees to make employees aware of the absolute necessity to maintain the confidentiality of data and information, as required above, and further aware of the sanctions which may be imposed for divulging either the proprietary data of other companies or data that is obtained from the Government to anyone except as authorized. The Contractor shall obtain from each employee engaged in any effort connected with this contract an agreement, in writing, which shall in substance provide that such employee will not during his/her employment by the Contractor, or thereafter, disclose to others or use for his/her own benefit or the future benefit of any individual any trade secrets, confidential information, or proprietary/restricted data (to include Government "For Official Use Only") received in connection with the work under this contract. The

Contractor shall furnish a sample form of this agreement to the Contracting Officer promptly after award.

- D. The Contractor agrees to hold the Government harmless and indemnify the Government as to any cost/loss resulting from the unauthorized use of disclosure of third party data or software by the Contractor, its employees, subcontractors, or agents.
- E. The Contractor agrees to include the substance of this provision in all subcontracts awarded under this contract. The Contracting Officer will consider case-by-case exceptions from this requirement for individual subcontracts in the event that
 - (1) the Contractor considers the application of the prohibitions of this provision to be inappropriate and unnecessary in the case of a particular subcontractor;
 - (2) the subcontractor provides a written statement affirming absolute unwillingness to perform absent some relief from the substance of this prohibition;
 - (3) use of an alternate subcontract source would reasonably detract from the quality of effort; and
 - (4) the Contractor provides the Contracting Officer timely written advance notice of these and any other extenuating circumstances.
- F. Except as the Contracting Officer specifically authorizes in writing, upon completion of all work under this contract the Contractor shall return all such data and information obtained from the Government, including all copies, modifications, adaptations, or combinations thereof, to the Contracting Officer. Data obtained from another company shall be disposed of in accordance with the Contractor's agreement with that company, or, if the agreement makes no provision for disposition, shall be returned to that company. The Contractor shall further certify in writing to the Contracting Officer that all copies, modifications, adaptations or combinations of such data or information which cannot reasonably be returned to the Contracting Officer (or to a company), have been deleted from the Contractor's (and any subcontractor's) records and destroyed.
- G. These restrictions do not limit the Contractor's (or subcontractor's) right to use and disclose any data and information obtained from another source without restriction.
- H. As used herein, the term "data" has the meaning set forth in Federal Acquisition Regulations, clause 52.227-14, "Rights in Data - General," and includes, but is not limited to, computer software, as also defined in Clause 52.227-14.

H.9 TECHNOLOGY UPGRADES/REFRESHMENTS

After issuance of a Task Order, the Government may solicit, and the Contractor is encouraged to propose independently, technology improvements to the hardware, software, specifications, or other requirements of the contract. These improvements may be proposed to save money, to improve performance, to save energy, to satisfy increased data processing requirements or for any other purpose which presents a technological advantage to the Government. As part of the proposed changes, the Contractor shall submit a price or cost proposal to the Contracting Officer for evaluation. Those proposed technology improvements that are acceptable to the Government will be processed as modifications to the Task Order as a minimum, the following information shall be submitted by the Contractor with each proposal:

- (1) A description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each;
- (2) Itemized requirements of the Task Order which must be changed if the proposal is adopted, and the proposed revision to the contract for each such change;
- (3) An estimate of the changes in performance and price or cost, if any, that will result from adoption of the proposal;
- (4) An evaluation of the effects the proposed changes would have on collateral costs to the Government, such as Government-furnished property costs, costs of related items, and costs of maintenance, operation and conversion (including Government application software); and
- (5) A statement of the time by which the Task Order modification adopting the proposal must be issued so as to obtain the maximum benefits of the changes during the remainder of the Task Order including supporting rationale; and
- (6) Any effect on the Task Order completion time or delivery schedule shall be identified.
- (7) The Government will not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The Contractor has a right to withdraw, in whole or in part, any proposal not accepted by the Government within the period specified in the proposal. The decision of the Contracting Officer as to the acceptance of any such proposal under this contract is final and not subject to the "Disputes" clause of this contract.
- (8) If the Government wishes to test and evaluate any item(s) proposed, the Contracting Officer will issue written directions to the Contractor specifying what item(s) will be tested, where and when the item(s) will be tested, to whom the item(s) is to be delivered, and the number of days (not to exceed 90 calendar days) that the item will be tested.

- (9) The Contracting Officer may accept any proposal submitted pursuant to this clause by giving the Contractor written notice thereof. This written notice will be given by issuance of a modification to this contract. Unless and until a modification is executed to incorporate a proposal under this contract, the Contractor shall remain obligated to perform in accordance with the requirements, terms and conditions of the existing Task Order.
- (10) If a proposal submitted pursuant to this clause is accepted and applied to this contract, the equitable adjustment increasing or decreasing the price, Cost-Plus-Fixed-Fee, or Cost-Plus-Award-Fee shall be in accordance with the procedures of the applicable "Changes" clause. The resulting Task Order modification will state that it is made pursuant to this clause.

H.10 INCREMENTAL FUNDING OF TASK ORDERS

Pursuant to FAR 52.232-22, Limitation of Funds (APR 1984), incorporated by reference herein, Task Orders issued under this contract may be incrementally funded.

- A. When a term form Task Order is incrementally funded, the following clause will be set forth in full in the Task Order:

LIMITATION OF LIABILITY - INCREMENTAL FUNDING (TERM FORM)

- (1) The amount available for payment for this incrementally funded Task Order is hereby increased from \$_____ by \$_____ to \$_____. The amount allotted to the estimated cost is increased from \$_____ by \$_____ to \$_____. The amount obligated for the fixed fee/award fee is increased from \$_____ to \$_____. This modification involves no change in the total level-of-effort, estimated costs or fixed fee/award fee of this contract, unless otherwise specified herein. The Limitation of Funds clause, FAR 52.232-22, applies to the amount allotted to cover the estimated costs only. The fixed-fee will be payable in accordance with other clauses of the contract.
- (2) The estimated level of effort applicable to the incremental funding provided herein is _____ professional labor-hours.
- (3) The incremental funding provided herein is estimated to be adequate for services performed through _____.

- B. When a completion form Task Order is incrementally funded, the following clause will be set forth in full in the Task Order.

LIMITATION OF LIABILITY - INCREMENTAL FUNDING (COMPLETION FORM)

- (1) The amount available for payment for this incrementally funded Task Order is hereby increased from \$_____ by \$_____ to \$_____. The amount allotted to the estimated cost is increased from \$_____ by \$_____ to \$_____. The amount obligated for the fixed fee/award fee is increased from \$_____ to \$_____. This modification involves no change in the total level-of-effort, estimated costs or fixed fee/award fee of this contract, unless otherwise specified herein. The Limitation of Funds clause, FAR 52.232-22, applies to the amount allotted to cover the estimated costs only. The fixed-fee will be payable in accordance with other clauses of the contract
- (2) The incremental funding provided herein is applicable to the tasks and deliverables specified in _____.

H.11 INSURANCE

See Section I - Contract Clause FAR 52.228-7, "Insurance-Liability to Third Persons (MAR 1996)."

- A. The Contractor shall secure, pay the premiums for and keep in force until the expiration of this contract, and any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by the Contractor under this contract.
 - (1) Workman's compensation insurance as required by law of the State.
 - (2) Comprehensive bodily injury liability insurance with limits of not less than \$500,000 for each accident.
 - (3) Property damage liability with a limit of not less than \$100,000 for each accident.
 - (4) Automotive bodily injury liability insurance with limits of not less than \$200,000 for each person and \$500,000 for each accident, and property damage liability insurance, with a limit of not less than \$40,000 for each accident.
- B. Each policy of insurance shall contain an endorsement that any cancellation or material change in the coverage adversely affecting the Government's interest shall not be effective unless the insurer or the Contractor gives written notice of cancellation or change to the Contracting Officer at least thirty (30) calendar days prior to the aforementioned actions. When the coverage is provided by self-insurance, the Contractor shall not change or decrease the coverage without the Administrative Contracting Officer's prior approval.
- C. A certificate of each policy of insurance shall be furnished to the Contracting Officer within ten (10) days after notice of award certifying, among other things, that the policy contains the aforesaid endorsement. The insurance companies providing the above insurance shall be satisfactory to the Government. Notices of policy changes shall be furnished to the Contracting Officer.

H.12 MAXIMUM FEE/PROFIT

- A. Contractors shall propose an appropriate rate of fee depending on the risk associated with a cost-plus-fixed-fee contractual arrangement and the nature of the work in the Task Order. However, the proposed Task Order fixed fee can not exceed an amount that is the sum of (1) _____* percent of the prime Contractor's labor and any resulting direct cost expected to be incurred as a result of that labor** and any indirect cost applied and (2) _____* percent of all other direct and indirect cost proposed for the task resulting from other than the prime Contractors effort.*** For term type tasks, an overall hourly fee will be determined by dividing the total fixed fee proposed by the direct professional labor hours required.
- B. Contractors shall propose an appropriate rate of available award fee depending on the risk associated with a cost-plus-award-fee contractual arrangement and the nature of the work in the Task Order. In accordance with Paragraph G.7, Payment and Consideration, the base fee shall be 0%. The proposed award fee available under the task order can not exceed an amount that is the sum of (1) _____* percent of the prime Contractor's labor and any resulting direct cost expected to be incurred as a result of that labor** and any indirect cost applied and (2) _____* percent of all other direct and indirect cost proposed for the task resulting from other than the prime Contractors effort.***
- C. For noncompetitive Task Orders issued on firm fixed price basis, Contractors shall propose an appropriate profit based on the risk associated with that contract type and the nature of the work in the Task Order. The proposed profit included in the firm fixed price can not exceed an amount that is the sum of (1) _____* percent of the prime Contractor's labor and any resulting direct cost expected to be incurred as a result of that labor** and any indirect cost applied and (2) _____* percent of all other direct and indirect cost proposed for the task resulting from other than the prime Contractors effort.***

*to be filled in at the time of award of the contract, based on Contractor's proposal, see Section L of this RFP.

** administrative or support categories accounted for as direct in accordance with approved accounting system such as secretarial support, word processing, and contract administration; and other direct cost such as travel incurred by the prime Contractor, computer usage charges, and postage.

*** Generally equipment, materials, subcontracts, and any indirect cost applied and other direct cost incurred such as subcontract administration.

H.13 SUBCONTRACT APPROVAL

- A. The Contractor's subcontracting plan dated [**to be completed at time of award for other than small business concerns**] in support of this Contract, is hereby approved and incorporated herein. The Contractor is granted consent to enter into subcontracting agreements with those companies identified in the subcontracting plan, or for small business firms the Contractor originally proposed as subcontractors.

- B. Since this is indefinite-delivery/indefinite quantity contract (IDIQ), most subcontracts for professional labor shall also be placed on an IDIQ basis. Only first-tier subcontractors are allowed unless the Contractor can provide a strong technical rationale for inclusion of a second-tier subcontract, and demonstrate what steps have been taken to prevent layering of costs and profit.
- C. The Contractor shall follow the procedures specified in Part 44 of the FAR and FAR clauses 52.244-1 and 52.244-2 when providing advance notification or requesting consent to new subcontracts. It is expected that most new subcontracts will involve equipment purchases. Infrequently, new subcontracts may be necessary for professional labor in cases where it is clearly evident to the Contracting Officer that the proposed new subcontract will provide a capability that is both required to perform work described in the Security Systems contract and is not available from any of the Contractor's existing team of subcontractors. In such cases, Task Order proposals must include at least 75% (labor hours) of the Contractor's current team (the prime and previously consented to subcontracts). The remaining 25% may include new subcontracts which have not been previously consented to Task Order proposals failing to comply with this minimum will be rejected.

H.14 SECURITY CLEARANCE

Some Task Orders may require access to classified information. The Contractor must possess and maintain a Secret Facility Security Clearance in accordance with the Industrial Security Regulation (DOD 5220.22R) for the receipt, generation, and storage of classified material. The Contractor must possess the clearance at time of Task Order award. The Contractor shall be responsible for insuring the compliance by its employees and subcontractors with the security regulations of the Government installation or other facility where work is to be performed.

H.15 EXCLUSION FROM FUTURE GOVERNMENT CONTRACTS

- A. Work under this contract may provide the Contractor with access to advance information about future Government procurement, which information is not generally available to other persons or firms. In addition, the work may involve the definition of requirements for, or the preparation of specifications for, various systems, equipment, hardware, and/or software. Without the following restrictions, 1) the Contractor's objectivity in performing the work may be impaired by its other business activities, 2) the nature of the work to be performed may result in unfair competitive advantage to the Contractor in future Government procurement, or 3) the Contractor's ability to perform work required under future Government contracts in an objective manner may be impaired by its performance of work under this contract.
- B. In order to prevent a potential bias, unfair competitive advantage, or other potential conflict of interest, the Contractor shall be subject to the following restrictions:
 - (1) The Contractor shall be excluded from competition for, or award of, any Government contract for which, in the course of performance of this contract, the Contractor has received advance procurement information which has not been made generally available to other persons or firms.

- (2) The Contractor shall be excluded from competition for, or award of, any Government contract for which the Contractor actually assists in the development of the Request for Quotation, Cost Estimate, Specifications, or Statement of Work.
 - (3) The Contractor shall be excluded from competition for, or award of, any Government contract which calls for the evaluation of system requirements, systems definitions, or other products developed by the Contractor under this contract.
 - (4) The Contractor shall be excluded from competition for, or award of, any Government contract which calls for the construction or fabrication of any system, equipment, hardware, and/or software for which the Contractor participated in the development of requirements or definitions pursuant to this contract.
- C. This clause shall not exclude the Contractor from performing work under any amendment or modification to this contract or from competing for an award for any future contract for work which is the same or similar to work performed under this contract.
- D. The term "Contractor," as used in this clause includes any person, firm or corporation which has a majority or controlling interest in the Contractor or in any parent corporation thereof, and any person, firm or corporation in or as to which the Contractor (or any parent or subsidiary corporation thereof) has a majority or controlling interest. The term also includes the corporate officers of the Contractor, and those of any corporation (or any parent or subsidiary corporation thereof) which has a majority or controlling interest in the Contractor.
- E. The Government may, in its sole discretion, waive any provisions of this clause if deemed in the best interest of the Government.
- F. The exclusions contained in this clause shall apply for the duration of each Task Order and for two (2) years after completion and acceptance of all work performed thereunder.
- G. If any provision of this clause excludes the Contractor from competition for, or award of, any contract, the Contractor will not be permitted to serve as a subcontractor, at any tier, on such contract.
- H. This clause shall be incorporated into any subcontracts awarded under this contract unless the Contracting Officer determines otherwise.
- I. From time to time, the Center contracts for technical support services to be performed primarily on-site at the Center in Cambridge, MA. These contracts furnish institutional and programmatic support to many of the same projects that other Contractors will eventually work on. It is anticipated that the on-site technical support services Contractors will have day-to-day involvement in Center projects that will provide them with advance, nonpublic information on upcoming competitions. If one of these Contractors were also awarded a separate contract, it could have an unfair competitive advantage over other Contractors. To avoid creating such an unfair competitive advantage, a Contractor awarded one of the on-site support services contracts will be precluded from receiving another Volpe contract, either at the prime contract or subcontract level. This exclusion will also be set forth in the on-site support services contracts. Subcontractors to one of the on-site support services Contractors will not be per se excluded

from receiving a separate contract. In such a case, the prime Contractor will be expected to take mitigating actions to assure that it obtains no unfair competitive advantage either as a result of being a subcontractor to one of the on-site support services Contractors, or as a result of subcontracting with a firm that is a subcontractor to one of the on-site support services Contractors.

- J. After award, teaming/subcontracting among Contractors competing at the Task Order level will not be allowed. Proposals involving such teaming arrangements will be eliminated from consideration.

H.16 CEILINGS³

For the purpose of performance of this contract, allowable and reimbursable indirect expenses will be limited to the Indirect Rate Ceilings found in Section J Attachment J.3 for the Contractor and the subcontractors listed therein. Billing rates shall be charged at actual costs up to those ceilings. In the event that final indirect rates are lower than these ceiling rates, the final rates shall apply. This provision in no way alters the provision of the clause entitled "Limitation of Funds".

³ To be included in contracts when applicable

SECTION I**CONTRACT CLAUSES****I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	OCT 1995
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RECISION, AND RECOVERY OF FUNDS FOR ILLEGAL IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.204-2	SECURITY REQUIREMENTS	AUG 1996
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	JUN 1996
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.211-5	NEW MATERIALS	MAY 1995
52.211-7	OTHER THAN NEW MATERIAL, RESIDUAL INVENTORY, AND FORMER GOVERNMENT SURPLUS PROPERTY	MAY 1995
52.215-2	AUDIT AND RECORDS--NEGOTIATION	AUG 1996
52.215-22	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 1995
52.215-23	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS	OCT 1995
52.215-24	SUBCONTRACTOR COST OR PRICING DATA	OCT 1995
52.215-25	SUBCONTRACTOR COST OR PRICING DATA-MODIFICATIONS	OCT 1995
52.215-26	INTEGRITY OF UNIT PRICES	JAN 1997
52.215-27	TERMINATION OF DEFINED BENEFIT PENSION PLANS	MAR 1996
52.215-33	ORDER OF PRECEDENCE	JAN 1986
52.215-39	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	MAR 1996
52.215-40	NOTIFICATION OF OWNERSHIP CHANGES	FEB 1995
52.216-7	ALLOWABLE COST AND PAYMENT	MAR 1997

52.216-8	FIXED FEE	APR 1984
52.216-18	ORDERING	APR 1984

For the purposes of this clause the blank(s) are completed as follows:

(a) issued through five years from the date of contract award.

52.216-19	DELIVERY ORDER LIMITATIONS	APR 1984
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For the purposes of this clause the blank(s) are completed as follows:

- (a) \$ 50,000
- (b)(1) \$5,000,000
- (b)(2) \$5,000,000
- (b)(3) Not Applicable
- (d) Not Applicable

52.216-22	INDEFINITE QUANTITY	APR 1984
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For the purpose of this clause the blank(s) are completed as follows:

(d) Contractor shall not be required to make any deliveries under this contract after one year from the expiration date of the ordering period.

52.219-8	UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS	OCT 1995
52.219-9 ⁴	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN	AUG 1996
52.219-14 ⁵	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.219-16	LIQUIDATED DAMAGES-- SUBCONTRACTING PLAN	OCT 1995
52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL 1990
52.222-3	CONVICT LABOR	APR 1984
52.222-26	EQUAL OPPORTUNITY	APR 1984
52.222-28	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS	APR 1984
52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS	APR 1984
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1988
52.223-2	CLEAN AIR AND WATER	APR 1984
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAR 1997
52.223-6	DRUG-FREE WORKPLACE	JAN 1997
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT 1996
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	OCT 1996
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.227-11	PATENT RIGHTS-RETENTION BY THE THE CONTRACTOR (SHORT FORM)	JUN 1997
52.227-14	RIGHTS IN DATA GENERAL	JUN 1987
	ALTERNATES I, II, AND III	JUN 1987

⁴ Applicable to all firms other than small business concerns

⁵ Applicable when Task Order competition is limited to small business concerns

52.227-19	COMMERCIAL COMPUTER SOFTWARE- RESTRICTED RIGHTS	JUN 1987
52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	MAR 1996
52.230-2	COST ACCOUNTING STANDARDS	APR 1996
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR 1996
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR 1996
52.232-2	PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS	APR 1984
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-20	LIMITATION OF COST	APR 1994
"Task Order" is to be substituted for "Schedule" whenever that word appears in the clause.		
52.232-22	LIMITATION OF FUNDS	APR 1984
"Task Order" is to be substituted for "Schedule" whenever that word appears in the clause.		
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	JUN 1997
52.232-33	MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT	AUG 1996
52.233-1	DISPUTES Alternate I (DEC 1991)	OCT 1995
52.233-3	PROTEST AFTER AWARD Alternate I (JUN 1985)	AUG 1996
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.239-1	PRIVACY OR SECURITY SAFEGUARDS	AUG 1996
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	OCT 1995
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES-FIXED PRICE ALTERNATE II (APR 1984)	AUG 1987
52.243-2	CHANGES - COST-REIMBURSEMENT Alternate II (APR 1984)	AUG 1987
52.244-1	SUBCONTRACTS (FIXED PRICE CONTRACTS)	FEB 1995
52.244-2	SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS)	FEB 1997
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.245-1	PROPERTY RECORDS	APR 1984
52.245-5	GOVERNMENT PROPERTY COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)	JAN 1986
52.245-19	GOVERNMENT PROPERTY FURNISHED "AS IS"	APR 1984
52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB 1997
52.249-2	TERMINATION FOR THE CONVENIENCE OF OF THE GOVERNMENT (FIXED PRICE)	SEP 1996
52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP 1996
52.249-9	DEFAULT (FIXED PRICE RESEARCH AND DEVELOPMENT)	APR 1984

52.249-14	EXCUSABLE DELAYS	APR 1984
52.251-1	GOVERNMENT SUPPLY SOURCES	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

**II. TRANSPORTATION ACQUISITION REGULATION (48 CFR CHAPTER 12)
CLAUSES**

NUMBER	TITLE	DATE
1252.216-73	DISTRIBUTION OF AWARD FEE *	OCT 1994
1252.223-71	ACCIDENT AND FIRE REPORTING	OCT 1994
1252.237-70	QUALIFICATIONS OF EMPLOYEES	OCT 1994
1252.242-72	DISSEMINATION OF CONTRACT INFORMATION	OCT 1994
1252.245-70	GOVERNMENT PROPERTY RECORDS	OCT 1994

*Insert "see Paragraph G.7" in the blanks.

I.2 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the Head of the Contracting Activity (HCA) and shall not be binding until so approved.

**I.3 52.222-35 AFFIRMATIVE ACTION FOR SPECIAL DISABLED
AND VIETNAM ERA VETERANS (APR 1984) (DEVIATION)**

A. Definitions.

"Appropriate office of the State employment service system," as used in this clause, means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Commonwealth of Puerto Rico, and the Virgin Islands.

"Positions that will be filled from within the Contractor's organizations", as used in this clause, means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings that the Contractor proposes to fill from regularly established "recall" lists.

"Employment openings", as used in this clause, includes full-time employment, temporary employment of over 3 days, and part-time employment, but does not include (1) executive and top management positions, (2) positions that will be filled from within the Contractor's organization or under a customary and traditional employer-union hiring arrangement, or (3) openings in an educational institution that are restricted to students of that institution.

B. General.

- (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a special disabled or Vietnam Era veteran. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled and Vietnam Era

veterans without discrimination based upon their disability or veterans' status in all employment practices such as:

- (i) Employment;
 - (ii) Upgrading
 - (iii) Demotion or transfer;
 - (iv) Recruitment;
 - (v) Advertising;
 - (vi) Layoff or termination;
 - (vii) Rates of pay or other forms of compensation; and
 - (viii) Selection for training, including apprenticeship
- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

C. Listing openings.

- (1) The Contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at the appropriate office of the State employment service system in the locality where the opening occurs. These openings including those occurring at any Contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.
- (2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their openings with the appropriate office of the State employment service.
- (3) The listing of employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bonafide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.
- (4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

- (5) Under the most compelling circumstances, an employment opening may not be suitable for listing, including situations when (i) the Government's needs cannot reasonably be supplied, (ii) listing would be contrary to national security, or (iii) the requirement of listing would not be in the Government's interest.

D. Applicability.

- (1) This clause does not apply to the listing of employment openings which occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.
- (2) The terms of paragraph (c) above of this clause do not apply to openings that the Contractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of its own organization or employer-union arrangement for that opening.

E. Postings.

- (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified special disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.
- (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor (Director), and provided by or through the Contracting Officer.
- (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified special disabled and Vietnam Era veterans.

F. Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

G. Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Director to enforce the terms, including action for noncompliance.

I.4 52.244 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1995)

A. Definition.

Commercial item, as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

Subcontract, as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

- B. To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
- C. Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:
 - (1) 52.222-26, Equal Opportunity (E.O. 11246);
 - (2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));
 - (3) 52.222-36, Affirmative Action for Handicapped Workers (29 793); and
 - (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).
- D. The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.5 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- A. The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- B. The use in this solicitation or contract of any Department of Transportation clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

I.6 TAR 1252.215-70 KEY PERSONNEL AND/OR FACILITIES (OCT 1994)

- A. The personnel and/or facilities as specified in paragraph (c) are considered essential to the work being performed here under and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel and/or facilities, as appropriate.
- B. Prior to removing, replacing, or diverting any of the specified individuals or facilities, the Contractor shall notify, in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

- C. No diversion shall be made by the Contractor without the written consent of the Contracting Officer. The Contracting Officer may ratify, in writing, the change and such ratification shall constitute the consent of the Contracting Officer required by this clause.

The Key Personnel and/or Facilities under this Contract:

- (1) Contract Manager
- (2) To be specified under individual Task Orders

I.7 1252.216-71 DETERMINATION OF AWARD FEE (OCT 1994)

- A. The Government shall, at the conclusion of each specified evaluation period(s), evaluate the Contractor's performance for a determination of award fee earned. The Contractor agrees that the determination as to the amount of the award fee earned will be made by the Government Fee Determination Official (FDO) and such determination is binding on both parties and shall not be subject to appeal under the "Disputes" clause or to any board or court.
- B. It is agreed that the evaluation of Contractor performance shall be in accordance with a Performance Evaluation Plan and that the Contractor shall be promptly advised in writing of the determination and reasons why the award fee was or was not earned. It is further agreed that the Contractor may submit a self-evaluation of performance of each period under consideration. While it is recognized that the basis for the determination of the fee shall be the evaluation by the Government, any self-evaluation which is received within 15 days after the end of the period being evaluated may be given such consideration, if any, as the FDO shall find appropriate.
- C. The FDO may specify in any fee determination that fee not earned during the period evaluated may be accumulated and be available for allocation to one or more subsequent periods. In that event, the distribution of award fee shall be adjusted to reflect such allocations.

I.8 1252.216-72 PERFORMANCE EVALUATION PLAN (OCT 1994)

- A. A Performance Evaluation Plan shall be unilaterally established by the Government based on the criteria stated in the contract and used for the determination of award fee. This plan shall include the criteria used to evaluate each area and the percentage of award fee (if any) available for each area. A copy of the plan shall be provided to the Contractor at contract award.
- B. The criteria contained within the Performance Evaluation Plan may relate to: (1) Technical (including schedule) requirements if appropriate; (2) Management; and (3) Cost.
- C. The Performance Evaluation Plan may, consistent with the contract, be revised unilaterally by the Government at any time during the period of performance. Notification of such changes shall be provided to the Contractor 30 calendar days prior to the start of the evaluation period to which the change will apply.

SECTION J

LIST OF ATTACHMENTS

J.1 Labor Category Qualifications

J.2 VNTSC Form 4200.7, Contractor Performance Report

SECTION K**REPRESENTATIONS, CERTIFICATIONS, AND
OTHER STATEMENTS OF OFFERORS****K.1 SIGNATURE**

By execution and submission of this statement, the undersigned acknowledges that he/she has reviewed and, where appropriate, has fully and accurately completed each of the certifications and/or representations contained in Section K of this solicitation for the purpose(s) set forth therein, and that he/she has been authorized to do so on behalf of the offeror.

Signature

Typed Name, Title

Offeror

Date

K.2 PROVISIONS INCORPORATED BY REFERENCE

<u>FAR SOURCE</u>	<u>TITLE AND DATE</u>
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)
52.211-6	LISTING OF OTHER THAN NEW MATERIAL, RESIDUAL INVENTORY, AND FORMER GOVERNMENT SURPLUS PROPERTY (MAY 1995)
52.222-21	CERTIFICATION OF NONSEGREGATED FACILITIES (APR 1984)

**K.3 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR
ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)**

- A. If the Government receives information that a Contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--
- (1) Cancel the solicitation, if the contract has not yet been awarded or issued; or
 - (2) Rescind the contract with respect to which--
 - (i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either--

- a) Exchanging the information covered by such subsections for anything of value; or
 - b) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or
- (ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.
- B. If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.
- C. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

K.4 52.204-3 TAXPAYER IDENTIFICATION. (MAR 1994)

A. Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

- B. All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

C. Taxpayer Identification Number (TIN).

___ TIN: _____.

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state or local government;

☐ Other. State basis. _____

D. Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity;

☐ Not a corporate entity;

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

E. Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

☐ Name and TIN of common parent:

Name _____

TIN _____

K.5 52.204-5 WOMEN-OWNED BUSINESS. (OCT 1995)

A. Representation. The offeror represents that it () is, () is not a women-owned business concern.

B. Definition. "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

K.6 52.204-6 CONTRACTOR IDENTIFICATION NUMBER--DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (DEC 1996)

A. Contractor Identification Number, as used in this provision, means "Data Universal Numbering System (DUNS) number," which is a nine-digit number assigned by Dun and Bradstreet Information Services.

B. Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.

C. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

D. Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dbisna.com/dbis/customer/custlist.htm>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dbisma.com.

K.7 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS. (MAR 1996)

A. The offeror certifies:

(1) to the best of its knowledge and belief, that:

(i) The offeror and/or any of its Principals:

(a) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(b) Have () have not (), within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(c) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision. The offeror has () has not (), within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

- B. The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the offeror nonresponsible.
- D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.8 52.215-6 TYPE OF BUSINESS ORGANIZATION. (JUL 1987)

The offeror or quoter, by checking the applicable box, represents that -

- A. It operates as ___ a corporation incorporated under the laws of the State of _____, ___ an individual, ___ a partnership, ___ a nonprofit organization, or ___ a joint venture; or
- B. If the offeror or quoter is a foreign entity, it operates as ___ an individual, ___ a partnership, ___ a nonprofit organization, ___ a joint venture, or ___ a corporation, registered for business in _____ (country).

K.9 52.215-11 AUTHORIZED NEGOTIATORS. (APR 1984)

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations:

(list names, titles, and telephone numbers of the authorized negotiators).

K.10 FAR 52.215-20 PLACE OF PERFORMANCE (APR 1984)

A. The offeror or quoter, in the performance of any contract resulting from this solicitation [] intends, [] does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or quoter as indicated in this proposal or quotation.

B. If the offeror or quoter checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street
Address, City, County, State,
Zip Code)

Name and Address of Owner
and Operator of the Plant
or Facility if Other than
Offeror or Quoter

_____.

_____.

_____.

_____.

K.11 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS. (JAN 1997)

A. (1) The standard industrial classification (SIC) code for this acquisition is 8731.

(2) The small business size standard is 750 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

B. Representations.

(1)The offeror represents as part of its offer that it () is, () is not a small business concern.

(2)(Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it () is, () is not a small disadvantaged business concern.

- (3)(Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

C. Definitions.

Joint venture, for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically.

Small business concern, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Small disadvantaged business concern, as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

Women-owned small business concern, as used in this provision, means a small business concern--

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

D. Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act. during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

K.12 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS.
(APR 1984)

The offeror represents that -

- A. It ___ has, ___ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
- B. It ___ has, ___ has not, filed all required compliance reports; and
- C. Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.13 52.222-25 AFFIRMATIVE ACTION COMPLIANCE. (APR 1984)

The offeror represents that (a) it ___ has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.14 CLEAN AIR AND WATER CERTIFICATION (FAR 52.223-1) (APR 1984)

The offeror certifies that-

- A. Any facility to be used in the performance of this proposed contract is [], is not [] listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- B. The offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and
- C. The offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

K.15 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13)
(OCT 1996)

A. Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

B. By signing this offer, the offeror certifies that—

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

[] (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

[] (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

[] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

[] (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

[] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.16 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (FAR 52.230-1)
(APR 1996)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III. Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards

(CAS) requirements applicable to any resultant contract. If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT -- COST ACCOUNTING PRACTICES AND CERTIFICATION

A) Any contract in excess of \$500,000 resulting from this solicitation, except contracts in which the price negotiated is based on (1) established catalog or market prices of commercial items sold in substantial quantities to the general public, or (2) prices set by law or regulation, will be subject to Page K-17 of 26 the requirements of the Cost Accounting Standards Board (48 CFR, Chapter 99, except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

B) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision. CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed- to practice for pricing proposals or accumulating and reporting contract performance cost data.

C) Check the appropriate box below:

[] (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and

(ii) one copy to the cognizant Federal auditor. (Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal Official and/or from the loose-leaf version of the Federal Acquisition Regulation.) Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

[] (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____
Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable disclosure statement.

[] (3) Certificate of Monetary Exemption.
The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

[] (4) Certificate of Interim Exemption. The offeror hereby certifies that

- (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and
- (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement. CAUTION: offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS -- ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if Page K-19 of 26 such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES ☐ NO

K.17 PROVISIONS APPLICABLE AT TASK ORDER LEVEL

The Contractor certifications and/or representations cited below will be included in full text in applicable Task Order RFPs:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

NUMBER	TITLE	DATE
52.227-15	REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE	JUN 1987
52.222-48	EXEMPTION FROM APPLICATION OF SERVICE CONTRACT PROVISIONS FOR CONTRACTS FOR MAINTENANCE, CALIBRATION, AND/OR REPAIR OF CERTAIN INFORMATION TECHNOLOGY, SCIENTIFIC, AND MEDICAL AND/OR OFFICE, AND BUSINESS EQUIPMENT—	AUG 1996
52.225-1	CONTRACTOR CERTIFICATION BUY AMERICAN CERTIFICATE	DEC 1989

SECTION L**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS****L.1 SOLICITATION PROVISIONS****FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (JUN 1988)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)
SOLICITATION PROVISIONS**

NUMBER	TITLE	DATE
52.204-6	CONTRACTOR IDENTIFICATION NUMBER DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	DEC 1996
52.211-6	LISTING OF OTHER THAN NEW MATERIAL, RESIDUAL INVENTORY, AND FORMER GOVERNMENT SURPLUS PROPERTY	MAY 1995
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN US CURRENCY	APR 1991
52.215-5	SOLICITATION DEFINITIONS	JUL 1987
52.215-7	UNNECESSARILY ELABORATE PROPOSALS OR QUOTATIONS	APR 1984
52.215-8	AMENDMENTS TO SOLICITATIONS	DEC 1989
52.215-9	SUBMISSION OF OFFERS	MAR 1997
52.215-10	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF PROPOSALS	JUN 1997
52.215-12	RESTRICTION ON DISCLOSURE AND USE OF DATA	APR 1984
52.215-13	PREPARATION OF OFFERS	APR 1984
52.215-14	EXPLANATION TO PROSPECTIVE OFFERORS	APR 1984
52.215-15	FAILURE TO SUBMIT OFFER	MAY 1997
52.215-16	CONTRACT AWARD AND ALTERNATE II	OCT 1995
52.215-30	FACILITIES CAPITAL COST OF MONEY	SEP 1987
52.216-28	MULTIPLE AWARDS FOR ADVISORY AND ASSISTANCE SERVICES	OCT 1995
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW	APR 1984

**II. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)
FULL TEXT PROVISIONS**

**52.215-41 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER
THAN COST OR PRICING DATA (JAN 1997) ALTERNATE IV (OCT 1995)**

- A. Submission of cost or pricing data is not required.
- B. Provided information described below:

See Cost Proposal Instructions below

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of three to five indefinite delivery/indefinite quantity contracts under this solicitation with Task Orders to be issued on a Firm Fixed Price, Cost-Plus-Fixed-Fee and Cost-Plus-Award-Fee basis.

52.233-2 SERVICE OF PROTEST (AUG 1996)

- A. Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

U.S Department of Transportation
RSPA/Volpe National Transportation Systems Center
Attn: Edward Wirtanen, DTS-852
55 Broadway
Cambridge, MA 02142

- B. The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

III. DEPARTMENT OF TRANSPORTATION ACQUISITION REGULATION (48 CFR CHAPTER 12 CLAUSES)

1252.209-77 DISCLOSURE OF CONFLICTS OF INTEREST (OCT 1994)

L.2 GENERAL INFORMATION

A. AWARD WITHOUT DISCUSSIONS

The Government intends to evaluate proposals and award contracts based on the initial offer (FAR 52.215-16 CONTRACT AWARD AND ALTERNATE II). It is particularly important that each offeror be fully responsive in providing their best offer initially, since there may be no opportunity to revise proposals at a later date.

Offerors' initial proposals shall be reviewed to determine whether they satisfy the formal requirements of the solicitation. Those proposals determined by the Government to be so grossly and obviously deficient as to be totally unacceptable on their face may be eliminated from further consideration before the initial evaluation.

Failure of offerors to respond or follow the instructions regarding the organization and content of the proposal volumes may result in the entire offer being eliminated before initial evaluation.

An incomplete or deficient cost and price proposal will impede the Contracting Officer from performing a cost analysis to determine probable cost to the Government and reasonableness of proposed costs. If an offeror's initial cost proposal is so grossly deficient or ambiguous that a cost analysis can not be performed, or proposed costs are not supported or do not track to the supporting data required by the cost exhibits, that offeror's cost proposal may be deemed unrealistic and the entire offer may be excluded from evaluation.

B. AWARD EXCLUSION

Contractors may not act as both a Prime Contractor and a subcontractor under the contracts to be awarded under this solicitation. Proposals involving such teaming arrangements will be eliminated from consideration. See Paragraph H.15. for other exclusions.

C. CONSISTENCY BETWEEN TECHNICAL AND COST/BUSINESS PROPOSALS

Offerors are required to have consistency between the labor as included in the cost proposal and the labor as evaluated in the technical proposal. First, the cost proposal must reflect realistic hours for the categories for which these individuals are proposed. For example, if the offeror were to provide a resume of an individual from B for the senior staff category and then based their cost proposal on B providing only 50 hours of senior staff effort this would be deemed unrealistically low. Second, the labor rate proposed for the labor category must be based on the actual individual rate or, if supported by the offeror or its proposed subcontractor's accounting system and approved by the cognizant Government agency, the company category rate of the individual for which a resume has been submitted. It is not acceptable to submit a lower labor rate based on the assumption that other individuals from the company can meet the labor qualifications standards of this solicitation. If the offeror or one its subcontractors wishes to be evaluated at a lower cost, it must submit a resume from a lower-paid employee. In the case of multiple resumes from the same company, any imbalance in the weighting of the proposed involvement of any individual must be justified. Finally, the time of the proposed Program Manager and any potential Task Order Principal Investigators must be reflected in the cost proposal. Any attempt to have the technical proposal evaluated with the "A" team and the cost proposal with the "C" team will result, at a minimum, in the offeror's proposal being evaluated at a higher cost, or at worst, being removed from consideration for award for failure to follow solicitation instructions.

D. EVALUATED LABOR LEVEL

Since the Government contemplates award of three to five indefinite quantity/indefinite delivery contracts under this solicitation, the amount of business that any one Contractor will receive is not certain. The value of all Task Orders placed under all contracts awarded shall not exceed \$45,000,000. The maximum value on any single contract is not fixed. The guaranteed minimum is a single task of at least \$50,000 for each contractor. As more orders are issued under one contract, the value of orders which can be issued under the remaining contracts drops by an equal amount. Based on the Volpe Center's experience in administering groups of contracts awarded under multiple award programs, it is not anticipated that a single Contractor will receive Task Order awards approaching the maximum of \$45,000,000. In addition, the value of awards under each multiple award contract can vary widely. Therefore, the Government has chosen an overall level of effort for evaluation purposes that is somewhere between the minimum and maximum. The mix of hours between the labor categories is consistent with the Government's overall best estimate of the requirements of the Statement of Work. The level of effort required for proposal purposes should not be considered as either a limit or expected amount of business by any offeror.

E. INQUIRIES

Any inquiries or correspondence pertaining to the Request for Proposal must be received not later than 14 calendar days after issuance of this RFP. Address all written inquiries to:

U.S Department of Transportation
RSPA/Volpe National Transportation Systems Center
Attn: Edward Wirtanen, DTS-852
55 Broadway
Cambridge, MA 02142

The envelope must reference the solicitation number, and the mail code. Questions may also be submitted by E-Mail to Wirtanen@volpel.dot.gov or by Fax at (617-494-3024). Any questions received after this date will be answered only if determined by the Contracting Officer to be in the best interest of the Government. **NO ORAL INQUIRIES WILL BE ANSWERED.** No question of any nature or form can be directed to technical personnel. Any additions, deletions or changes to this procurement will be made by amendment to the RFP. Each amendment will be identified by number, and receipt thereof will be acknowledged by each offeror. Consistent with the dissemination of the Request for Proposal, **any amendment will be posted on the Volpe Center Acquisition Division INTERNET home page** (<http://www.volpe.dot.gov/procure/procure.htm>) and no hard copies will be mailed to prospective offerors.

F. COST/BUSINESS PROPOSAL REVIEW

The Government may at its sole discretion arrange for a contractor to assist in the review of cost/business proposals. The contractor reviewing proposals and supporting documentation are required to: safeguard all proprietary data; complete non-disclosure statements; and complete conflict of interest statements. (As of the date of this solicitation issuance, all contractor price analysts employed by the Volpe Center have been retired Government price analysts and contract auditors who work on a part-time basis).

L.3 GENERAL INSTRUCTIONS FOR TECHNICAL AND COST/BUSINESS PROPOSALS PREPARATION

A. SOLICITATION MAILING INSTRUCTIONS

To facilitate proper handling of your bid, offer or amendment thereof, it is imperative that the outermost envelope/package which contains the bid/offer/amendment be addressed in the format presented in the "Issued by" Block on page 1 of this solicitation. Packages must be clearly labeled with the solicitation number and with a statement that the contents are "Proposal Data - To Be Opened By Addressee Only."

B. SEPARATION OF TECHNICAL PROPOSAL AND COST/BUSINESS PROPOSAL

Offerors are required to submit their proposals in two separate volumes as follows:

Volume I - Technical Proposal

Include all data and information required for evaluation and exclude any reference to the pricing aspects of the offer.

Volume II - Cost/Business Proposal

Your offer must consist of the attached Standard Form 33, the Standard Form 1448 and cost proposal, all representations, certifications, and acknowledgments contained in Section K, completed and signed by an authorized official of your organization and your Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan.

Video Tape

Required as part of the Technical Proposal

Each part of your proposal should be complete in itself so that evaluation of both parts may be accomplished concurrently and evaluation of the technical proposal may be made strictly on the basis of technical merit.

C. COPIES

The number of copies of proposals to be submitted is eight(8) for the technical proposal and three (3) for the cost proposal. The cost proposal must also be submitted on a 3 ½ inch virus free floppy disk in a format compatible with Microsoft Excel version 7.0 or Microsoft Word 6.0. The offeror shall also submit two (2) copies of the video tape required as part of the technical proposal. Videos must be in the standard VHS format.

D. PROPOSAL FORMAT

1) Introduction and Purpose

This section specifies the format which offerors shall use in their proposals to perform the requirements specified in this solicitation. The intent is not to restrict the offerors in the manner in which they will submit their offers, but rather to ensure a certain degree of uniformity in the format of the responses for evaluation purposes.

2) Text

The offeror's written proposal shall be prepared on standard 8.5 x 11 inch pages in portrait orientation. The proposal pages shall be numbered and printed double sided. Each page must have a one-inch margin at the top, the bottom, and on each side. Page numbers, notations of proprietary information, and any other identifying information printed on each page are excluded from the margin requirement. Print must be spaced at 6 lines per inch. Text font must be no smaller than 12 point; however, text included on figures, charts, and/or matrices may be reduced to 8 point. Offerors may use proportional fonts provided the Government's requirement for the proposal to be readable is met and smaller type is not used to circumvent the proposal page limitations. Should the offerors require fold-out pages, one fold-out page shall not exceed either 8.5 inches x 22 inches or 17 inches x 11 inches, which when folded in half will be no larger than 8.5 inches x 11 inches. The fold-out will count as two pages.

3) Page Limits

The maximum number of pages that may be submitted for the technical and cost/business proposals are as follows:

Volume I - Technical Proposal (See Technical Proposal Instructions below for specific limitations and format restrictions)

Volume II - Cost/Business Proposal No Limit

4) Binding

The volumes must be loose leaf and in binders which can be easily opened and closed.

5) Cover

The cover, which shall not count against the page limitation of the proposal of each volume, shall indicate the following:

- a. Title of proposal
- b. Proposal category (technical or cost/business)
- c. Volume number
- d. RFP number
- e. Name and address of the offeror
- f. Serial number/copy number

6) Title Page

The title page which shall not count against the page limitation of the proposal of each volume shall indicate the following:

- a. Title of proposal
- b. Proposal category (technical or cost)
- c. Volume number
- d. RFP number
- e. Name, address, and telephone number of the offeror
- f. Authorized signatures
- g. Index

L.4 INSTRUCTIONS FOR SUBMISSION OF VOLUME II - COST/BUSINESS PROPOSAL

A. INTRODUCTION

1. The purpose of submitting this cost proposal is to permit the Government to determine whether the proposed costs demonstrate cost realism, and also to provide the Government with cost and fee/profit information which will facilitate task order issuance.

"Cost realism" means the costs in an offeror's proposal are:
(a) realistic for the work to be performed;
(b) reflect a clear understanding of the requirements; and
(c) are consistent with the various elements of the offeror's technical proposal.

All information relating to cost or pricing must be included in this section of the proposal; under no circumstances shall cost or pricing data be included elsewhere.

The cost proposal should be prepared in sufficient detail to permit thorough and complete evaluation by the Government without additional correspondence or communication. The Government anticipates making award on initial offers and does not expect to conduct negotiations or discussions. Clarifications, answers to questions that assist in the Government's understanding of information contained in your cost proposal, or the correction of minor omissions that do not alter the offer may be made, if requested by the Government, during evaluation. But offerors are advised that failure to provide the required schedules and supporting documentation and to follow the letter and spirit of these instructions will result in your cost proposal being

considered inadequate and the rejection of your offer if in the Government's best interest, rather than opening of discussions.

If an offeror's initially proposed costs are determined by the Contracting Officer to not reflect what it would reasonably cost that offeror to perform the requirements, then the Contracting Officer will make adjustments to the proposed costs to determine probable cost.

To facilitate proposal preparation, a checklist is provided for use by the prime offeror and each subcontractor. The checklist should be completed and submitted as part of your proposal.

2. **For evaluation purposes, offerors are required to propose estimated costs using the hours provided below.** Hours should be apportioned between the prime and its subcontractors in a manner consistent with the offeror's technical proposal.

Labor Category	Hours
Senior Staff	5,300
Middle Staff	7,900
Staff	9,650
Junior Staff	10,500
Senior Technician	5,620
Technician	10,850
Administrative Staff*	TBD

- * Administrative staff hours are to be estimated by the offeror and all of its subcontractors in accordance with their own accounting practices and should be quantitatively consistent with the requirements of the Statement of Work.
3. **Although the task ordering period is five years, the cost proposal instructions require that labor be priced out for evaluation purposes assuming a performance period of only one year, January 1 to December 31, 1998. This is hereinafter referenced to as "cost proposal performance period."** This is done because: escalation is difficult to project accurately for a five-year period; actual escalation during performance is not likely to be significantly different among offerors during performance if calculated in the same way; and it is not considered a discriminator for selection purposes.
4. Contractors can reasonably expect to propose and earn more fee/profit when a Task Order is to be performed through their own efforts instead of through subcontracts for professional services or equipment. The involvement of subcontractors and equipment purchases can vary widely from Task Order to Task Order under multiple award contracts. **Therefore, offerors are asked to propose a two-tier profit/fee structure; one tier for Prime Contractor direct costs and a second tier for subcontracted services or equipment - see Paragraph H.12.** The percentages proposed will be included in the contract and will serve as the maximum fee/profit that can be proposed in response to Task Order Request For Proposals (RFPs). All fees negotiated with

subcontractors must be within the statutory limits specified in FAR 15.903 (d)(1)(iii).

For proposal evaluation purposes and to establish maximum profit/fee factors for contract performance, all offerors must make the following assumptions: (1) the offeror's proposed cost for direct labor and subcontracted labor shall be allocated 40% cost-plus-fixed-fee, 40% cost-plus-award-fee, and 20% firm fixed price; (2) the RFP mandated amount of \$2,875,000 for equipment shall be allocated \$287,500 for cost-plus-fixed-fee, \$287,500 for cost-plus-award-fee, and \$2,300,00 for firm fixed price; and (3) the primes share of the RFP mandated \$75,000 for travel and offeror estimated Other Direct Cost shall be allocated 40% cost-plus-fixed-fee, 40% cost-plus-award-fee, and 20% firm fixed price. Detailed instructions are provided in Schedule 3 to apportion the estimated costs and develop fixed fee, available fee, and profit.

5. The types of labor that are charged directly to jobs differ greatly from firm to firm. For example, one firm may include every category except its graphics specialist in its overhead. Another firm may charge numerous categories directly to jobs instead of including these categories in its overhead such as: contract administrators, subcontract administrators, clerks, secretaries, and computer specialists. Both methods have been determined to be acceptable by the Government. Similarly what is included in "other direct costs" (ODC) varies widely from firm to firm. Therefore, an offeror must include a level of administrative labor and an amount for ODC based on its own accounting system and experience. For example, the Government expects that the number of administrative hours as a percentage of the direct labor hours proposed under this solicitation would be similar to the number of hours incurred on the contracts cited as most relevant in the past performance examples required under the technical proposals. Any proposal based on administrative labor and company unique ODCs lower than what has historically been incurred by the prime or proposed subcontractor must be fully justified. Because of the security systems nature of this requirement, there is a possibility that large equipment purchases will be made by Contractors. It is expected that all these purchases will be made by the prime, and all cost proposals must be based on this assumption. Any steps to reduce the cost to the Government of the resulting direct and indirect cost applied by the offeror will be favorably considered. An example is proposing a ceiling on any material overhead charge.
6. If any of the cost proposal instructions appear incompatible with established/approved accounting practices, offerors shall notify the Contracting Officer within 14 calendar days of the issuance date of the RFP.

B. FORMAT

In addition to the requirements set forth in Section L.3, the cost/business proposal shall be submitted in four sections as follows:

- a. Section I - Solicitation Documents
- b. Section II - Cost and Pricing Data
- c. Section III - Business/Management Plan
- d. Section IV - Subcontracting Plan

The content of these sections shall be as set forth in the paragraphs that follow:

C. Section I - Solicitation Documents

In this section, offerors shall submit a completed and signed SF33 (page 1 of the solicitation) including acknowledgment of any amendments; and Representation, Certifications, and Other Statements of Offerors (Section K of the solicitation).

D. Section II - Cost and Pricing Data

PART 1

DETAILED INSTRUCTIONS

The offeror shall submit a signed Standard Form (SF) 1448, Proposal Cover Sheet, and complete cost and pricing data as set forth below. Summary data shall be placed on SF 1448 and Schedules 1 through 7 should support it.

All costs, rates, factors, and calculations must be shown and supporting rationale and documentation included.

Labor

Provide the proposed unloaded hourly labor rates for the labor categories (defined in Attachment J.1) on Schedule 4. Clearly indicate any algorithm or calculations used to compute the proposed direct labor rates, and show how the proposed rates compare to current employees' or category average rates. Provide the basis and rationale for the labor rates proposed, for example, company-wide bidding rates, current salary data for named individuals, survey data, or anticipated new-hires, etc. Show how company categories are mapped to the RFP categories, explain your approach and show how the educational and experience requirements in the RFP relate to your company categories.

Provide the current labor rates from payroll records and, also, those labor rates escalated to the cost proposal performance period (January, 1998 to December, 1998) for individuals whose resumes are provided in accordance with the technical proposal instructions, regardless of whether or not the individual is a key person. If any individual's labor rate is five percent more or less than the proposed labor rate for that category, show calculations and provide a narrative addressing cost realism for the proposed labor cost.

Uncompensated Overtime

Uncompensated overtime is defined as hours in excess of forty per week for which no additional compensation is paid in excess of the normal weekly salary for Fair Labor Standards Act (FLSA) exempt employees. Use of uncompensated overtime is neither encouraged nor discouraged.

If uncompensated overtime is used in this proposal, the offeror must have an accounting system to record all hours worked. State clearly whether or not uncompensated overtime is included in the proposal and how it is incorporated and its cost impact. Provide an explanation of your cost accounting treatment of uncompensated overtime.

If uncompensated overtime is proposed at the task order level, offerors will be required to provide uncompensated overtime hours during performance.

Administrative Labor

Administrative and support labor hours and cost should be proposed consistent with established accounting practices (e.g. contract or subcontract administration, secretarial, purchasing agents, receivers, etc.). Indicate what types of administrative and support labor the offeror considers direct labor, and estimate hours for each type of labor. Provide an explanation for the estimated hours and show calculations. Administrative labor that is not described and priced out will not be billable during performance without prior Contracting Officer approval.

Bid & Proposal Costs

Bid & Proposal costs for task order proposal preparation will not be reimbursed as direct costs.

Indirect Rates

Offerors are required to provide a schedule of their indirect rates and explain the allocation bases on Schedule 6.

Include all rates which the offeror maintains in its accounting records which may be used during performance of this contract. Disregard those rates which the Contractor does not maintain, and use continuation sheets for additional rates whenever necessary.

Identify indirect rates which a Government audit agency has approved for forward pricing. If not approved, state the basis of the proposed rate (e.g. previous year's actuals, current fiscal year-to-date, business plan, etc.) Provide historical rate information, rationale, and other factors used to develop the proposed indirect rates used to cost the proposal. Also, provide actual expense pool amounts, allocation bases, and rates which have been submitted to DCAA (or other cognizant Government audit agency) in your overhead rate proposal for establishing final indirect rates.

Cost ceilings may be required under this contract for the prime or one or more subcontractors. Offerors should review the situations described in FAR 42.707(b)(1) to determine whether or not ceilings should be utilized, and, when appropriate, propose ceilings.

Other Direct Costs (ODC)

RFP Stipulated

Travel and equipment. The offeror will be required to travel during performance to locations not now determinable. For evaluation purposes, a total of \$75,000 for travel should be proposed and apportioned to subcontractors by the prime offeror consistent with the distribution of hours. The offeror will also be required to purchase equipment. For evaluation purposes a total of \$2,875,000 should be included in the prime offeror's proposal for equipment. The travel and equipment amounts should be burdened in accordance with established accounting practice.

Offeror-Estimated

Offerors should identify by nomenclature and estimate amounts for any additional ODC's which are anticipated to support the proposed effort. ODC's not identified and priced in your proposal will not be billable during performance without prior Contracting Officer approval.

Subcontracts

Subcontractors must submit a cost proposal in accordance with the cost proposal instructions in this section. Subcontracts that exceed \$500,000 should be supported by a SF 1448. All subcontractor must follow the same cost proposal instructions as the prime, except where noted. Regardless of dollar value, subcontract proposals must be adequately documented to facilitate an evaluation of proposed costs.

Offerors that enter into subcontracts other than on a cost-reimbursement type basis may make appropriate adjustments to the instructions and schedules. Information as to the type of subcontract contemplated and documentation to show why the contract type is anticipated must be included. The guidance in FAR Part 16 should be followed. For example, those offerors contemplating time-and material or labor-hour subcontracts shall follow the procedures specified in FAR Subpart 16.6. The following information should also be provided for time-and-material or labor hour agreements (such as those with consultants: (1) Details of what cost elements are included in the rate, and what costs, if any, will be charged in addition to the rate; (2) the result of the offeror's analysis of invoices submitted to other clients by the subcontractor or consultant which support the proposed rate or rates ; (3) A signed statement from the consultant or the subcontractor that the proposed rate is a "Most Favored Customer Rate", or the reason it was not offered; and (4) a rate comparison from the offeror which indicates that the rate proposed is comparable to the rates other consultants or subcontractors receive for performing similar types of work. The offeror shall provide the names of the other consultants or subcontractors used in the comparison.

The Volpe Center cannot award a cost-type contract to any prime offeror or approve a cost-type subcontract to a proposed subcontractor who does not have an accounting system approved by the Defense Contract Audit Agency (DCAA) or other cognizant audit agency. The Government does not anticipate requesting proposal or accounting system audits before contract award. As the Government intends to make award without negotiations, an offeror must indicate how it will accommodate the inclusion of a subcontractor who does not have an approved accounting system, without Government involvement.

It is the responsibility of the prime Contractor to review and evaluate the subcontract proposal and accompanying cost or pricing data and furnish the results of such review to the Government as part of their cost submission, regardless of whether the details are provided to the prime offeror or directly to the Government, separately. The prime's review should be as detailed as the information provided by the subcontractor directly to the prime permits. A subcontractor whose evaluation is considered insufficient by the Government, either because the data submitted to the Government is incomplete or because the prime fails to conduct and document a comprehensive evaluation, will be deleted from technical consideration and the prime's technical proposal will be evaluated without it.

Escalation

State clearly the escalation rate used on Schedules 4 and 6 and provide rationale. Include actual, historical escalation for the past three (3) years and explain your method of calculating it.

Cost of Money

Attach supporting calculations.

Profit/Fee Objectives

We consider fee and profit a function of competition, but we may utilize the weighted guidelines method in TAM 1215.9 and Appendix E to evaluate them. Your cost proposal should contain adequate data and rationale for any consideration you want included for Contract Risk and Special Factors.

Complete Schedule 2 with the fixed fee, available fee, and profit included in Schedule 3.

The factors used in task order proposal preparation during performance may be less than, but may not exceed, the factors shown in Schedule 3 (See Paragraph H.12).

Maximum Profit/Fee Objective

The maximums include a two tier approach, and are based on the fixed fee, available fee, and profit proposed by the offeror in response to this solicitation. The two tiers are (1) the effort proposed to be performed by the prime Contractor as defined in Paragraph H.12 and (2) the effort performed through subcontracts for labor, equipment, and materials as defined in Paragraph H.12.

All offerors must complete Schedule 3. The total cost allocated must match the total cost indicated in schedule 2, less the cost of money proposed, if any. The total fee/profit in schedule 2 must match the total fixed fee/available fee/profit in Schedule 3. Appropriate adjustments should be made by firms with unique accounting systems. For example, the estimated cost of that portion of administrative labor based on subcontract administrator/ purchasing agents being charged direct shall be included in other than the prime Contractors effort.

PART 2

COST SCHEDULES

1. Schedule 1: "Offeror and Subcontractor Cost Proposal Checklist". Prime offerors and subcontractors should complete and include in the proposal package.
2. Schedule 2: "Summary of Proposed Costs and Fee/Profit." The schedule should be completed consistent with the offeror's accounting practices and may be revised accordingly. The totals on this schedule must agree with the SF 1448.
3. Schedule 3: Establishment of Maximum Factors and Calculation of Proposed Amounts for Fixed Fee, Available Fee, and Profit. Schedule 2 must be completed first in order to fill in required cost information.
4. Schedule 4 shows the build-up of labor cost. The amounts on those schedules should correspond to the amounts for labor in schedule 2. The hours used to develop the prime offeror's labor cost must correspond with the allocation of hours shown on schedule 5.
5. Schedule 5 shows how the hours are apportioned between the prime and subcontractors.
6. Schedule 6 should be completed consistent with the offeror's accounting practices, and may be revised as needed.
7. Schedule 7 contains information about audit agency cognizance, accounting system approval, and property system approval.

SCHEDULE 1

Offeror and Subcontractor Cost Proposal Checklist

- ___ Solicitation Documents and References
- ___ Cost Proposal
- ___ Business/Management Proposal
- ___ Cost and Business/Management Proposal on virus-free 3 ½" disk.
- ___ SF 1448
- ___ Schedule 2: "Summary of Proposed Costs and Fee/Profit.
- ___ Schedule 3*: Establishment of Maximum Factors and Calculation of
Proposed Amounts for Fixed Fee, Available Fee, and Profit
- ___ Schedule 4: "Summary of Proposed Labor Cost"
- ___ Schedule 5*: "Allocation of Labor Hours"
- ___ Schedule 6: "Schedule of Indirect Rates and Factors" plus
rationale and support documentation
- ___ Schedule 7: "Government Audit Agency, Accounting System, and
Property System Information"
- ___ Cost of Money supporting calculations, if proposed
- ___ Evaluations of subcontractor proposals*
- ___ Information about costs treated as Other Direct Costs
- ___ Information about administrative labor treated as direct labor.
- ___ Factors for Contracting Officer's consideration in weighted
guidelines fee objective*
- ___ Contract cost control plan*
- ___ Small, Small Disadvantaged, and Women-Owned Small Business
Subcontracting Plan*

* Not applicable to subcontractors

SCHEDULE 2**Summary of Proposed Costs and Fee/Profit**

Prime or Subcontractor Name: _____

Direct Labor		\$ _____
Fringe Benefits	Rate _____	\$ _____
Overhead	Rate _____	\$ _____
Subcontracts: ¹		\$ _____
Subcontract Burden: ¹	Rate _____	\$ _____
Other Direct Costs:		
RFP-Travel		\$ _____
RFP-Equipment ¹		\$ <u>2,875,000</u>
Offeror-Estimated ODC		\$ _____
ODC Burden	Rate _____	\$ _____
Subtotal		\$ _____
G & A	Rate _____	\$ _____
Cost of Money		\$ _____
Total costs and COM		\$ _____
Fixed Fee ²	\$ _____	
Available Fee ²	\$ _____	
Profit ²	\$ _____	
Total Fees or Profit		\$ _____
Total Cost Plus Fee and Profit		\$ _____

¹ Not applicable to subcontractors

² For prime offerors, these amounts should come from Schedule 3. Subcontractors will complete the applicable blank depending on subcontract type.

SCHEDULE 3

**Establishment of Maximum Factors
and
Calculation of Proposed Amounts for Fixed Fee, Available Fee, and Profit**

Section I. Factors and Amount for Fixed Fee**A. Prime's Effort**

1. Insert 40% of proposed direct labor \$ _____
2. Multiply the above amount by the indirect rates applied to Direct labor (fringe benefits, overhead) insert total here \$ _____
3. Insert 40% of Prime's share of RFP-mandated travel \$ _____
4. Insert 40% of offeror-estimated ODC \$ _____
5. Apply ODC burden rate to the applicable portion of 3 and 4 above (40% of amount on Schedule 2) \$ _____
6. Enter total of 1 through 5 here \$ _____
7. Multiply No.6 by G&A rate \$ _____
8. Add No. 6 and 7 (Total Cost Prime's Effort) \$ _____
9. Enter factor for fixed fee (this will be also be included in Paragraph H.12(A) of contract as maximum factor on than prime's effort. _____ %
10. Multiply No. 8 by the fee factor above \$ _____

B. Other than Prime's Effort

11. Enter 40% of proposed amount for subcontracts \$ _____
12. RFP-Equipment \$287,500
13. Multiply above total by subcontract burden \$ _____
14. Enter Total of 11, 12, and 13 (Total Cost Other Other Than Prime's Effort) \$ _____
15. Enter factor for fixed fee (this will be also be included in Paragraph H.12(A) of contract as maximum factor on other than prime's effort. _____ %
16. Multiply No. 14 by the fee factor above \$ _____
17. Add No. 8 and No. 14 (Total Estimated Cost) \$ _____
18. Add No. 10 and 16 (Fixed Fee) \$ _____
19. Add 17 and 18 (Total Cost-Plus-Fixed-Fee) \$ _____

Section II. Factors and Amount for Available Fee**A. Prime's Effort**

1. Insert 40% of proposed direct labor \$ _____
2. Multiply the above amount by the indirect rates applied to Direct labor (fringe benefits, overhead) and insert total here \$ _____
3. Insert 40% of Prime's share of RFP mandated travel \$ _____
4. Insert 40% of offeror estimated ODC \$ _____
5. Apply ODC burden rate to the applicable portion of 3 and 4 above (40% of amount on Schedule 2) \$ _____
6. Enter total of 1 through 5 here \$ _____
7. Multiply No.6 by G&A rate \$ _____
8. Add No. 6 and 7 (Total Cost Prime's Effort) \$ _____
9. Enter factor for available fee (this will be also be included in Paragraph H.12(B) of contract as maximum factor on prime's effort _____ %)
10. Multiply No. 8 by the fee factor above \$ _____

B. Other than Prime's Effort

11. Enter 40% of proposed amount for subcontracts \$ _____
12. RFP-Equipment \$287,500
13. Multiply above total by subcontract burden \$ _____
14. Enter Total of 11, 12, and 13 (Total Cost Other Than Prime's Effort) \$ _____
15. Enter factor for fixed fee (this will be also be included in Paragraph H.12(B) of contract as maximum factor on other than prime's effort _____ %)
16. Multiply No. 8 by the fee factor above \$ _____
17. Add No. 8 and No. 14 (Total Estimated Cost) \$ _____
18. Add No. 10 and 16 (Available Fee)¹ \$ _____
19. Add 17 and 18 (Total Cost-Plus-Award-Fee) \$ _____

¹ Base fee is \$0

Section III. Factors and Amount for Profit**A. Prime's Effort**

1. Insert 20% of Proposed Amount for Direct labor \$ _____
2. Multiply the above amount by the indirect rates applied to Direct labor (fringe benefits, overhead) and insert total here \$ _____
3. Insert 20% of Prime's share of RFP mandated travel \$ _____
4. Insert 20% of offeror estimated ODC \$ _____
5. Apply ODC burden rate to the applicable portion of 3 and 4 above (20% of amount on Schedule 2) \$ _____
6. Enter total of 1 through 5 here \$ _____
7. Multiply No.6 by G&A rate \$ _____
8. Add No. 6 and 7 (Total Cost Prime's Effort) \$ _____
9. Enter factor for proposed profit(this will be also be included in Paragraph H.12(C) of contract as maximum factor on prime's effort _____ %
10. Multiply No. 8 by the fee factor above \$ _____

B. Other than Prime's Effort

11. Enter 20% of proposed amount for subcontracts \$ _____
12. RFP-Equipment \$ 2,300,000
13. Multiply above total by subcontract burden \$ _____
14. Enter Total of 11, 12, and 13 (Total Cost Other Than Prime's Effort) \$ _____
15. Enter factor for proposed profit(this will be also be included in Paragraph H.12(C) of contract as maximum factor on other than prime's effort _____ %
16. Multiply No. 8 by the profit factor above \$ _____
17. Add No. 8 and No. 14 (Total Estimated Cost) \$ _____
18. Add No. 10 and 16 (Profit) \$ _____
19. Add 17 and 18 (Total Firm Fixed Price) \$ _____

Schedule 4

Summary of Proposed Labor Cost

Prime or Subcontractor Name: _____

	Hours*	Unburdened Rate	Labor Cost
Senior Staff		\$	\$
Middle Staff		\$	\$
Staff		\$	\$
Junior Staff		\$	\$
Senior Tech		\$	\$
Technician		\$	\$
Admin Staff		\$	\$
Total Direct Labor			\$

* Provide a matrix showing how the hours are apportioned to each person whose resume is provide in accordance with the technical instructions, and also provide each person's current labor rate and the labor rate escalated to the performance period.

Schedule 5

Allocation of Labor Hours

Prime Name: _____

	Senior Staff	Middle Staff	Staff	Junior Staff	Senior Field Engineer	Field Engineer
Prime						
Subcontractor A						
Subcontractor B						
Subcontractor C						
Subcontractor D						
Subcontractor E						
Subcontractor F						
Total						
Per RFP	5300	7900	9650	10500	5620	10850

Schedule 6**Schedule of Indirect Rates and Factors**

Prime or Subcontractor Name: _____

Cost Element	Proposed Rate/Factor	Allocation Base
Labor Escalation		Not applicable
Fringe Benefits		
Home Office Ovhd		
Subcontract Burden		
ODC Burden		
Other (specify)		
G & A		
Cost of Money		

Contractor Fiscal Year Ends:

Schedule 7

Government Audit Agency, Accounting System, and
Property System Information

Cognizant Government Audit Agency:_____

Address: _____

Name of Audit Contact: _____

Telephone Number: _____

Facsimile Number: _____

Approx. Date of Last Audit: _____

Purpose of Audit: _____
(e.g., proposal review, establishment of billing rates,
finalize indirect rates, etc.)

Accounting System: _____ Audited and determined acceptable
 _____ Audited and determined not acceptable
 _____ Never audited

Cognizant contract administrative agency:_____

Name of contact: Telephone Number:

Property system: _____ Reviewed by cognizant contract
 administrative agency and
 determined acceptable

 _____ Reviewed by cognizant contract
 administrative agency and
 determined not acceptable

 Never reviewed

Purchasing system:	_____	Reviewed by cognizant contract administrative agency and determined acceptable
	_____	Reviewed by cognizant contract administrative agency and determined not acceptable
		Never reviewed

E. Section III - COST/BUSINESS PROPOSAL

Contract Cost Control Plan

Describe the system and method used to track and control costs at the task order level including cost incurred by subcontractors. Explain how potential cost overruns would be identified. Discuss accountability within your organization for tracking and controlling costs.

Subcontract Consent

All offerors must comply with the consent requirements of FAR Subsection 52.244-2. The government will review proposals to ensure that applicable parts of FAR 44.202-2 have been properly addressed by the offeror. Since the Government intends to award without discussions, the initial submission must be fully documented. Any failure by an offeror to fully document that it has met all FAR requirements for the analysis and review of a proposed subcontract such that the Contracting Officer can not give consent to subcontract at the time of award, will adversely effect that offeror's chances for award of a contract under this solicitation.

Offerors are reminded that the offeror, if successful under this solicitation, will have a contract with the proposed subcontractor, and not the Government. The offeror has the duty to document the reasonableness of the cost/price and to justify the placement of the subcontract even when information from a subcontractor is proprietary and must be submitted directly to the Government. It is the prime's duty to insure that submissions to be made directly to the Government by a proposed subcontractor are in fact made. It is also primarily the offeror's duty and not the Government's to insure that the proposed fee under each subcontract does not exceed statutory limits and is reasonable. Other issues such as unapproved accounting systems and indirect rates significantly lower or higher than rates approved for past years must be resolved by the offeror prior to the submission date for proposals. If ceilings on the indirect rates of a subcontractor are required, the offeror must deal with this issue prior to the proposal submission date.

Offerors will have to use their best judgment in allocating labor hours between the prime its various subcontractors for evaluation purposes. The percentage of involvement of each firm should be based on the offeror's judgment as to how much each firm will be needed to cover the requirements of the Statement of Work, and in order to meet the Subcontracting Plan goals, if applicable. This allocation of hours will be evaluated under both the technical and cost proposals.

Since it is uncertain how much business each prime Contractor will receive under this contract, the amount of business that will be received under each subcontract for professional labor is even more uncertain. One proposed subcontractor may receive little or no work, and another may receive business far in excess of the hours evaluated under this solicitation. Therefore, most subcontracts for professional labor should be placed on an indefinite quantity/indefinite quantity basis.

The information required to be submitted by the offeror in support of its review and evaluation of the subcontractor cost proposed for evaluation purposes under this solicitation can meet many of the requirements for subcontract consent. The offeror can justify the placement of subcontract with a significantly higher maximum value under an indefinite delivery/indefinite quantity contract than the subcontract evaluated cost under this solicitation. However, the maximum values for each subcontract must be somewhat consistent with the number of hours allocated by the prime to that firm for evaluation purposes under this solicitation. For example, the offer should reflect a significantly higher maximum value in its request for consent for a subcontractor allocated 10,000 hours for evaluation purposes than one listed for 100 hours. There is no overall ceiling on the maximum value of all subcontracts under a prime contract other than what is reasonable to cover the varied requirements under this security system services contract.

The contract type need not be consistent with the prime for each Task Order. For example, it is reasonable to expect that Cost-Plus-Fixed-Fee subcontracts will be issued under Cost-Plus-Award-Fee Task Orders. In addition, when justified, labor hour or time and material subcontracts are allowed. Offerors are reminded that fees earned by subcontractors are reflected as part of subcontractor cost in the offeror's cost proposal, and, for example, is not included under available fee under Cost-Plus-Award-Fee Task Orders.

Information required for subcontract consent is required to be submitted as part of the Business/Management proposal. However, the offeror may refer to information in its Cost proposal, if necessary, and need not repeat any review or analysis.

F. Section IV - Subcontracting Plan

In accordance with FAR 52.219-9, offerors who are not small business concerns shall submit a Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan. The plan must be submitted in accordance with FAR Part 19 and must comply with FAR 19.704. The offeror shall show the subcontractor's business size, and the percentage and type of workload estimated to subcontracted out. All cost and technical information must be included in the appropriate sections of the offeror's proposal in addition to the submission of the subcontracting plan. The socio-economic Volpe Center goals with the Small Business Administration are currently as follows:

<u>Subcontract Awards</u>	<u>Percent of Dollars Awarded</u>
Awards to Small Businesses	20%
Awards to Small Disadvantaged Businesses	10%
Awards to Women-Owned Businesses	5%

These goals are not intended to be mandatory but offerors are encouraged to keep these goals in mind when developing their subcontracting plan. Please note that these goals must be proposed as a percentage of total dollars being subcontracted. A business may count toward more than one of the goals shown above. For example, a small disadvantaged business owned by a women, may count toward each of the three goals.

L.5 TECHNICAL PROPOSAL -- INSTRUCTIONS TO OFFERORS

TECHNICAL PROPOSAL

INTRODUCTION

Proposals must be structured in accordance with the instructions contained herein.

Your technical proposal should be comprehensive and explicit. Elaboration of general corporate or company experience in non-related activities, or bulk and verbosity will detract from the quality of your proposal. All qualifications, experience, and capability should relate to the services required by the Statement of Work. Legibility, conciseness, completeness, clarity of content, coherence, and brevity are important since they will facilitate the Government's evaluation procedure, and will also assure maximum credit being properly assigned to the various aspects of your proposal.

Your technical proposal shall consist of three Parts, as follows:

TECHNICAL PROPOSAL

PART 1

CABABILITY, APPROACH, MANAGEMENT

GENERAL

All offerors shall provide a video presentation in the form of a briefing as outlined below. The purpose of the video is for the offeror to demonstrate its capability to meet the requirements of the Statement of Work, describe its technical approach to performing the work, and describe its ability to manage the contract. The video presentation shall not exceed thirty (30) minutes. The Government will not consider any information provided on the video presentation that exceeds the thirty (30) minute time limit.

The main presenter of the video must be the person designated by the offeror as its program manager for the Security Systems contract. This individual must be an employee of the offeror. Other participants are limited to those individuals who the offeror expects to utilize as principal investigators under one or more of the task areas identified in the Statement of Work, and who have been identified in the staffing section of the proposal as key personnel by the offeror. **Offerors are cautioned that any video tape presentation that includes presentations by individuals other than the program manager or principal investigators will be eliminated from consideration. Professional narrators, canned footage, and voice-overs (other than those made by the program manager or principal investigator) are not permissible. Videos must be in the standard VHS format; a camcorder tape is acceptable. Videos in other than the standard VHS format will not be considered.**

The offeror must prepare two labor matrices that detail the participation of each firm and individual. The labor matrices must be consistent with Schedules 4 and 5 in the cost proposal. The matrix included in the cost proposal must include labor rate information. The matrix included in the technical proposal must not include any labor rate information.

The offeror may submit additional written information in support of and consistent with its video presentation. The written material, including the matrix, shall not exceed 10 pages.

I. Introduction

The video shall begin by identifying the presenter(s), by name, position, and company affiliation. Offerors may use a billboard within the video presentation for this purpose.

II. Technical Understanding and Capability

The offeror shall use the presentation and supporting written information to explain its understanding, approach, and allocation of resources to allow complete evaluation of its capability to provide the required security systems related services. The offeror shall describe how it plans to meet the stated requirements or goals and demonstrate that it has the necessary understanding, expertise, facilities, and experience to successfully accomplish the proposed work. The offeror shall provide both narrative and details relative to the roles, responsibilities, and level of involvement of the prime Contractor, proposed subcontractors and individuals.

The offeror shall demonstrate an understanding of the technical and operational problems involved in supporting the various security systems

related task areas defined in the Statement of Work. In addition, the offeror shall demonstrate knowledge of transportation-related facilities and technical, operational, and quality assurance concerns associated with each defined area.

III. Program Management Plan

In this section, the offeror shall describe its ability to manage a task-order contract; as follows:

a) Program Manager

Provide a brief summary statement of the roles, responsibilities, and qualifications of the proposed program manager and principal investigators.

b) Subcontractor Management

Present your plan to manage multiple subcontractors and address the timely and accurate incorporation of subcontractor cost and schedule reporting into its system of reporting. Large businesses proposing on these requirements are required to state their approach to maximizing the use of small, small disadvantaged, and women-owned businesses.

c) Quality Control

Discuss the extent to which your organizational structure will promote the thorough, timely review of deliverables. The presentation shall also demonstrate the existence of a continuous systematic analysis and improvement of on-going processes and provide evidence of a strong commitment by management to the philosophy of constant improvement in quality. Present your method of measuring quality improvement.

d) Task Order Management

Describe your proposed method of initiating assignments, scheduling, monitoring, and reporting on progress of each task, in a multiple-award, task order environment. Describe your plans and procedures for measuring and improving productivity and quality of performance. Describe the assignments/management of tasks involving multiple organizational elements, if any.

TECHNICAL PROPOSAL

PART 2

PAST PERFORMANCE

Offerors shall submit their past performance information as a separate part of their proposal, for both the offeror and major (over 20% of the hours in the cost proposal) proposed subcontractors. Offerors shall submit this past performance data as a separate part of their proposal which is clearly marked and identifiable.

- a. Each offeror will be evaluated on its performance under existing and prior contracts especially those for similar products or services. Performance information will be used both for responsibility determinations and as an evaluation factor. References other than those provided by the Contractor may be contacted by the Government and the information received will be used in the evaluation of the offeror's past performance.
- b. The offeror must provide a list of contracts that it is currently performing or has completed within the past three years. The list must include all prime contracts with a value over \$500,000 with the Federal Government. If performance is evaluated for each Task Order under a contract, the list may be modified accordingly. The list may also include other contracts considered relevant by the offeror including those with customers other than the Federal Government. Information regarding the offeror's performance as a subcontractor with the Federal Government will be obtained from the prime Contractor. Include the following information for each contract:
 - 1) Name and address of customer
 - 2) Contract number
 - 3) Contract type
 - 4) Total contract value
 - 5) Description of contract work
 - 6) Contracting Officer address and telephone number
 - 7) Contracting Officer's Technical Representative's address and telephone number
 - 8) Administrative Contracting Officer, if different from item 6, address and telephone number
 - 9) List of major subcontractors
 - 10) Assessment of relevance to requirements identified in this solicitation
 - 11) Whether any contractor past performance report has been issued by the contracting agency within the past year; and a copy of the report

- c. From the above list, the offeror must select no more than five contracts that it considers the most relevant in demonstrating its ability to perform the proposed effort. This list of most relevant contracts must be separated from the above list. The offeror may provide information on problems encountered on the five identified contracts and the offeror's corrective actions. The offeror is then responsible for making all reasonable efforts to ensure that a completed evaluation report is provided for each of the five cited contracts no later than the due date for receipt of proposals. If the contracting activity has completed a Contractor Evaluation Report and provided a copy to the offeror, particularly those completed in accordance with Subpart 42.15 of the FAR, a copy of this report is sufficient. If not, the offeror is responsible for ensuring that a copy of the performance evaluation report is provided directly to the Volpe Center Contracting Officer by the appropriate customer responding official no later than the proposal submission date. If the customer has not developed its own past performance evaluation report form, VNTSC Form 4200.7, included as Attachment J.2, shall be provided to the customer. Information contained in the evaluation reports shall be considered sensitive and shall not be released to other offerors. Failure of the offeror to demonstrate that it has made all reasonable efforts to provide the required past performance reports will result in an unsatisfactory rating for this criteria. The Government reserves the right to obtain additional information from any of the referenced contract contacts and from other Government sources.
- d. Offerors must send a Client Authorization Letter, included as Exhibit A to the Technical Proposal Instructions, to all non-Federal Government references listed in their proposal to assist in the timely processing of past performance evaluations. Client Authorization Letters must be mailed to individual references no later than the proposal submission date. The offeror shall include a copy of all completed client Authorization Letters as part of the Past Performance submission.
- e. If the offeror has no past performance history, it must affirmatively so state. Offerors with no past performance history or who are unable to provide past performance reports after making all reasonable efforts, will be given a neutral evaluation for this criteria, in accordance with FAR 15.608.
- f. In the case of a relatively new firm (i.e. established within the last 18 months, the offeror may submit past performance information for contracts on which its corporate management has performed, to supplement any past performance information for the firm itself; this shall be specifically noted in the proposal submission.
- g. If the offeror does not either include past performance history or state that no past performance history exists or can be obtained, the offeror's proposal will be ineligible for award.
- h. The overall page limit for the list of the five most relevant contracts is 10. This page limit does not apply to the list of other less relevant contracts required, or any information submitted by the offeror to demonstrate that it has made its best efforts to insure that customers provide past performance reports to the Government.

Exhibit A

Client Authorization Letter

[Company Name]
[Street Address]
[City, State/Province]
[Zip/Postal Code]
[Date]

[Recipient Name]
[Address]
[City, State/Province Zip/Postal Code]

Dear [Client]:

We are currently responding to the Volpe Center RFP No. _____ for the procurement of _____. The Volpe Center is placing increased emphasis in their acquisitions on past performance as a source selection evaluation factor. The Volpe Center requires offerors to inform references identified in proposals that the Volpe Center may contact them about contract performance information.

If you are contacted by the Volpe Center for information on work we have performed under contract for your company/agency/state or local government, you are hereby authorized to respond to Volpe Center inquiries.

Your cooperation is appreciated. Please direct any questions to

_____.
(offeror's point of contact)

Sincerely,
[Your name]
[Your position]

[Typist's initials]
Enclosure: [Number]

cc: [Name]

TECHNICAL PROPOSAL**PART 3****STAFFING****1. Key Personnel**

The purpose of this section is to evaluate the qualifications of the key personnel proposed for this contract. The offeror must identify a maximum of four key personnel that could be assigned to this contract. One of the key personnel must be the proposed program manager and the remaining three must be proposed as principal investigators under task areas in the Statement of Work. One or more of the principal investigators may be personnel from major subcontractors, if it is intended that they fulfill such a role in this contract. Resumes shall be submitted for the proposed key personnel in accordance with the requirements outlined below.

2. Proposed Technical Staff

The purpose of this criterion is to assess the capability of the offeror's proposed staffing and skill mix to satisfy the task areas. The evaluation will consider the level of technical expertise, education, and training of the proposed staff.

In addition to the resumes of the proposed key personnel, described above, offerors shall submit resumes that are representative of the following labor categories, as defined in Attachment J.1:

Labor Category	No. of Resumes
Senior Staff	8
Middle Staff	8
Staff	3
Junior Staff	3
Senior Field Engineer	3
Field Engineer	3

3. Resume Format

Resumes for the proposed key personnel and technical staff shall be submitted in accordance with the following guidelines. The offeror must provide staffing and resumes which are representative of, and consistent with, the offeror's proposed labor cost presented in the cost proposal. Resumes shall show demonstrated experience in areas similar to the requirements of the Statement of Work. Resumes must also be verifiable in that dates must be provided for all experience, degrees, and specialized training.

Resumes are subject to an overall page limitation of 96 pages. No more than 32 resumes (inclusive of key personnel) can be submitted in accordance with the above breakdown.

SECTION M

EVALUATION FACTORS FOR AWARD

M.1 General

- A. All proposals will be evaluated in a fair and impartial manner in accordance with the evaluation criteria set forth below. It is most important that the offeror direct its proposal to the criteria and cover each appropriately in response to the solicitation requirements. The technical criteria will be the most important factors in the evaluation of the offeror's proposal and in the selection of the Contractor(s). Notwithstanding the fact that the technical proposal is of greater importance than the cost/business proposal in the overall evaluation, offerors are cautioned not to minimize the importance of the cost/business proposal. It is the Government's intention to make award based upon initial offers without entering into discussions or negotiations, and award will be made to the offeror(s) whose offer is considered to be most advantageous to the Government based on the technical proposal, cost/business proposal and other factors. The cost evaluation will become more significant when the technical capabilities of offerors are closer; when technical capabilities are essentially equal, cost may become the determining factor in making award(s).
- B. The Government expects to award from three to five contracts under this solicitation. The first award will be made to the highest-rated "best value" small disadvantaged business concern, provided that a small disadvantaged business concern has submitted an acceptable proposal. The second award will be made to the highest-rated "best value" small business concern, provided that a small business concern has submitted an acceptable proposal. The remaining award or awards will be made to the highest-rated "best value", offeror or offerors all factors considered.

M.2 Technical Evaluation Factors for Award

- A. The technical evaluation criteria listed below are in descending order of importance.

(1) Capability, Technical Understanding and Management

The purpose of this criterion is to assess the offeror's capabilities and technical understanding, and ability to perform the functions identified in the Statement of Work.

This criterion also assesses the offeror's plans for contract management, administration, and operation. The evaluation will address task management, allocation of managerial responsibility, project organization, and performance/operational plans.

The video will be evaluated on its substance/content, relevance, organization and clarity in identifying the offeror's capabilities, technical understanding, and effectiveness of management in meeting the requirements of this contract.

(2) Past Performance

This criteria will be based on the relevance and quality of the offeror's past and present experience, as demonstrated by the offeror's past performance history, to perform the types and complexity of tasks described in the Statement of Work. The offeror's past performance will be evaluated with respect to satisfaction of the customer with respect to (1) the Quality of Product/Service (2) Cost Control (3) Timeliness of Performance and (4) Business Relations. If the offeror does not have a past performance history related to this solicitation or past performance information can not be obtained after good faith efforts, the offeror will be given a neutral evaluation on this factor, in accordance with FAR 15.608(2)(3). However, if the offeror does not provide the required past performance information and the Government discovers that it is available, the offeror will be ineligible for award. The Government intends to award without discussions. However, if discussions are held, offerors will be given an opportunity to address unfavorable reports of past performance, if the offeror has not had a previous opportunity to review the evaluation.

(3) Staffing

The purpose of this criterion is to assess the offeror's key personnel and proposed technical staff in terms of experience, qualifications, and education relevant to security systems as outlined in the SOW. Consideration will be given to the appropriateness of the overall proposed management team, and organizational structure.

M.3 Cost and Business/Management Evaluation Criteria

The offeror's proposal will be evaluated for compliance with the RFP instructions. Proposed costs will be evaluated to determine that they demonstrate cost realism. Fees and profit proposed will be evaluated for consistency with federal regulations and may also be evaluated using weighted guidelines. A proposal that includes fee in excess of statutory regulation will be eliminated from consideration.

The following forms the basis of the Cost/Business Proposal evaluation. These criteria are not necessarily in order of importance, nor will they be numerically scored.

- 1) Compliance with RFP instructions, including the completeness of the proposal packages and the extent to which the cost estimates and factors are clearly substantiated by the offeror
- 2) Realism of proposed costs.
- 3) Reasonableness of the proposed fees and profit.
- 4) Acceptability of Cost Control Plan.
- 5) The acceptability of the Small Business, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan. (Section I, FAR 53.219-9 applicable to large businesses only)

Attachment J.1

Labor Category Qualifications

Sr. Staff

A Ph.D. (or equivalent*) in a field of study directly related to the Statement of Work (SOW) functional area. A minimum of 10 years of progressively increasing responsibility in directly related disciplines and/or projects is required. At least 5 years (of the 10 years) must reflect extensive and in-depth experience in a specific field directly related to the SOW.

Middle Staff

A M.S., M.A., or M.B.A. (or equivalent**) in a field of study directly related to the SOW functional area. A minimum of 8 years of progressively increasing responsibility in directly related discipline and/or projects is required. At least 3 years (of the 8 years) must reflect extensive and in-depth experience in a specific field directly related to the SOW.

Staff

A Bachelor's Degree (or equivalent***) in a field of study directly related to the SOW functional area. A minimum of 5 years of progressively increasing responsibility in directly related disciplines and/or projects is required.

Jr. Staff

(1) A Bachelor's Degree (or equivalent***) in a field of study directly related to the SOW functional area. A minimum of one year of progressively increasing responsibility in directly related disciplines and/or projects is required or; (2) An Associate's Degree in a field of study directly related to the SOW functional area. A minimum of 3 years of progressively increasing responsibility in directly related disciplines and/or projects is required.

Senior Technician

A minimum of nine (9) years of progressively increasing responsibility in directly related disciplines and/or projects is required. Education resulting in a degree or certificate will be considered equal to years of experience on a one-for-one basis.

Technician

A minimum of 2 years of progressively increasing responsibility in directly related disciplines and/or projects is required. No degree is required for the technician labor category.

Equivalence

* A Master Degree plus 4 additional years of intensive directly related experience may be substituted for a Ph.D.

** A Bachelor's Degree plus 2 additional years of intensive directly related experience and 2 years of additional general experience may be substituted for a Master's Degree.

*** Any combination of additional years of experience in the proposed field of expertise plus full time college level study in the particular field totaling four (4) years will be an acceptable substitute for a Bachelor's degree.

SUMMARY TABLE OF LABOR CATEGORY QUALIFICATIONS AND EQUIVALENCES

Labor Category	Years		Degree
	General Experience	Specific Experience	
Senior Staff	10	5 of the 10	Ph.D.
	10	9 of the 10	MS/MA/MBA
	12	11 of the 12	BS
Middle Staff	8	3 of the 8	MS/MA/MBA
	10	5 of the 8	BS
Staff	5	5 of the 5	BS
Junior Staff	3	3 of the 3	AS

VOLPE NATIONAL TRANSPORTATION SYSTEMS CENTER
SOURCE SELECTION INFORMATION -- SEE FAR 3.104

CONTRACTOR PERFORMANCE REPORT

☐ Final ☐ Interim - Period Report: From: To:

1. Contractor Name and Address: (Identify Division)	<table style="width: 100%; border-collapse: collapse;"><tr><td style="width: 5%; text-align: right; padding-right: 10px;">2.</td><td>Contract Number _____</td></tr><tr><td style="text-align: right; padding-right: 10px;">3.</td><td>Contract Value: \$ _____ (Base Plus Options)</td></tr><tr><td style="text-align: right; padding-right: 10px;">4.</td><td>Contract Award Date: _____</td></tr><tr><td style="text-align: right; padding-right: 10px;">5.</td><td>Contract Completion Date: _____</td></tr></table>	2.	Contract Number _____	3.	Contract Value: \$ _____ (Base Plus Options)	4.	Contract Award Date: _____	5.	Contract Completion Date: _____
2.	Contract Number _____								
3.	Contract Value: \$ _____ (Base Plus Options)								
4.	Contract Award Date: _____								
5.	Contract Completion Date: _____								

6. Type of Contract: (Check all that apply) - ☐ FP ☐ FPI ☐ FP-EPA ☐ CPFF - Completion ☐ CPFF - Term
☐ CPIF ☐ CPAF ☐ ID/IQ ☐ BOA ☐ Requirements ☐ Labor Hour ☐ T & M ☐ SBSA ☐ 8(a) ☐ SBIR
☐ Sealed Bid ☐ Negotiated ☐ Competitive ☐ Non-Competitive

7. Description of Requirement:

8. Initial Ratings. (See Block 15 for Final Rating) Summarize contractor performance and circle in the column on the right the number which corresponds to the performance rating for each rating category. Attach additional comments as necessary.

a. Quality of Product/Service	Comments:	0 1 2 3 4
b. Cost Control	Comments:	0 1 2 3 4
c. Timeliness of Performance	Comments:	0 1 2 3 4
d. Business Relations	Comments:	0 1 2 3 4
e. Overall Satisfaction Rating	Comments:	0 1 2 3 4

SOURCE SELECTION INFORMATION -- SEE FAR 3.104

CONTRACTOR PERFORMANCE REPORT INSTRUCTIONS

The Acquisition Division is responsible for the coordination and collection of Contractor Performance Reports. The Contracting Officer (CO) or Administrative Contracting Officer (ACO) will determine whether the report will be completed on a contractor task basis, and will coordinate completion of the attached report form with either the Contracting Officer's Technical Representative (COTR) or Technical Monitor delegated day-to-day responsibility for administration of the identified contractor or task order. This individual should consult with the CO/ACO where necessary to arrive at a consensus on the ratings to be awarded.

Section 42.1503 of the FAR requires that copies of these forms will be provided to the contractor, which must have an opportunity to respond and add comments to agency evaluations, as described below. The Acquisition Division will perform this coordination function. Furthermore, the FAR requires that past performance evaluations be marked and treated as Source Selection Information and release of this information is prohibited except to Government personnel and the contractor whose performance is being evaluated. For these reasons, all outside inquiries concerning contractor past performance should be directed to the ACO, who will have access to the completed forms. Also, completed forms should be returned to the attention of the ACO/CO in a sealed envelope marked "Source Selection Information".

COMPLETING THE FORM

Blocks 1 through 11 will be completed by the COTR or Technical Monitor, as applicable. Contact the ACO/CO if you require assistance or data in order to complete any of these blocks, especially blocks 1 through 6.

The Acquisition Division will be responsible for forwarding the completed form to the contractor for review and execution of blocks 12 and 13. The Acquisition Division will ensure blocks 14 through 16 are completed prior to filing in a secured location.

To Be Completed by COTR/Technical Monitor

Top of Form: Indicate whether the report is a final or interim (annual) report, and give the dates for the period of time being covered. Prior to the ending date of the contract, all reports should be marked "interim".

Block 1: identify the name and address of the prime contractor.

Block 2: Identify contract number of the contract being evaluated. If evaluation is being conducted for a specific task, include the task number.

Block 3: Contract value or task value, as applicable. Include all options whether or not exercised to date.

Block 4: Identify date that contract was awarded or task issued.

Block 5: Identify completion date for contract or task, as applicable.

Block 6: All items that apply to the contractor task should be checked.

Block 7: Provide a clear and concise description of the work being done under the contract or task and the current level of funding. Attach additional sheet(s), if needed, to ensure the description is adequate for future source selection officials to determine relevance.

SOURCE SELECTION INFORMATION -- SEE FAR 3.104

9. Key Personnel: (Fill in as appropriate)

Name/Title: _____

Period of Performance: _____

Comments: _____

Name/Title: _____

Period of Performance: _____

Comments: _____

Name/Title: _____

Period of Performance: _____

Comments: _____

Name/Title: _____

Period of Performance: _____

Comments: _____

10. Would you recommend this firm for award? Please explain.

11. COTR/Program Manager/Tech Monitor Name (Printed): _____

Signature _____

Phone/FAX/Internet Address _____

Date _____

12. Contractor's Review. Were comments, rebuttals, or additional information provided? [] No [] Yes
Please attach comments. Number of pages: _____

13. Reviewer's Name (Printed): _____

Signature _____

Phone/FAX/Internet Address _____

Date _____

14. Agency Review. Were contractor comments reviewed at a level above the Contracting Officer? [] No [] Yes
Please attach comments. Number of pages: _____

15. Final Ratings. Re-assess the Block 8 ratings based on contractor comments and agency review. Revise block 8 rating, if appropriate.

Quality	Cost Control	Timeliness	Business Relations	Customer Satisfaction
16. Contracting Officer's Name (Printed):				
Phone/FAX/Internet Address				

SOURCE SELECTION INFORMATION -- SEE FAR 3.104

Block 8 RATING DEFINITIONS

0 - Unsatisfactory. - Performance failed to satisfy the minimum contract or task requirements, technical or otherwise. Areas of deficiency could include, but are not limited to: failure to meet schedules; failure to adequately estimate or control costs; inadequate staffing; lack of cooperation and responsiveness.

1 - Minimally Acceptable. Performance generally met minimum contract or task requirements but significant issues arose which required expenditure of time or resources by the Government to ensure the requirements were met. Areas of re-work could include; late or incomplete deliverables; poor quality of work; lack of communication; cost control problems; contract administration problems.

2 - Satisfactory. Met all technical and administrative contract or task requirements. Minor issues arose which were resolved with minimal expenditure of time or resources.

3 - Good. Met all contract or task requirements and exceeded minimal requirements in some areas. No problems with quality, timeliness, or cost issues. Management was responsive.

4 - Exceptional. Performance significantly exceeded minimal technical requirements and met all other contract requirements. Areas in which performance was exceptional could include: early deliveries; creative approach; innovative technology; effective and proactive management and administration; commitment to customer satisfaction.

Block 8 - COMMENT ELEMENTS BY CATEGORY

(a) Quality of product/service

- (1) Compliance with contract or task requirements;
- (2) Accuracy of reports;
- (3) Appropriateness of contractor personnel assigned to the contract or task; and
- (4) Technical excellence or delivered supplies or services.

(b) Cost Control

- (1) Current, accurate, and complete billings;
- (2) The relationship of negotiated cost to actuals;
- (3) Cost containment initiatives; and
- (4) The number and cause of change orders issued.

(c) Timeliness of Performance

- (1) Whether the contractor met interim milestone;
- (2) Contractor's responsiveness to technical direction;
- (3) Contractor's responsiveness to contract change orders and administrative requirements;
- (4) Whether the contract/task was completed on time, including wrap-up and contract administration.

(d) Business Relations

- (1) Whether the contractor effectively managed the contract/task effort;
- (2) How responsive the contractor was to contract requirements;
- (3) How promptly the contractor notified the Government of problems;
- (4) Whether the contractor was reasonable and cooperative;
- (5) How flexible the contractor was;
- (6) Whether the contractor was proactive;
- (7) The effectiveness of contractor-recommended solutions; and
- (8) Whether the contractor effectively implemented socioeconomic problems.

- Block 8:** Circle the rating in the far right column that best describes the contractor's overall performance for each category. Comments and/or examples in sufficient detail to support the ratings must be provided. Attach additional comment sheets if needed. Definitions for each rating and a description of elements to consider when commenting on each category can be found at the end of these instructions.
- Block 9:** Identify the individual(s) primarily responsible for performance of the contract/task, not necessarily the persons identified as "Key Personnel" in the contractual document. Indicate how long each individual worked on the contract/task. If there were many individuals involved or many changes in these managers a second page may be necessary. On the comments line, describe the key person's performance attaching additional sheets when necessary.
- Block 10:** Explain why, given a choice, you would or would not recommend the contractor for an award to perform a similar contractor task.
- Block 11:** The COTR or Technical Monitor delegated responsibility for the day to day administration of the contract or task should sign this block, after consulting with the CO/ACO, where appropriate.

To Be Completed by Contractor

- Block 12:** Block 12 must be completed to indicate that the contractor has been given the opportunity to review the evaluation:

The contractor will be provided with a copy of the completed evaluation from (including initial ratings) and attachments. The contractor has the right to submit to the CO comments, rebutting statements, or additional information which specifically addresses elements of the review. This response must be structured to clearly identify the specific category being addressed. This response must be delivered to the CO no later than 30 days after the mailing date of the evaluation form. In the event no response is received the contractor will be deemed to have accepted the evaluation form as written.

- Block 13:** The contractor should sign this block to indicate that it has had an opportunity to review and comment upon the ratings.

To be Completed by CO/ACO

- Block 14:** If the contractor accepts the ratings, they will be entered as Final Ratings in Block 15, no Agency Review is required, and the Contracting Officer's signature in Block 16 completes the process.

If the contractor objects to the initial ratings a review will be undertaken by the CO, in consultation with the technical staff. If the CO does not concur in a modification, the matter will be reviewed at a level above the CO within the Acquisition Division and a Final Rating determined by the Reviewing Official's Report, which will be attached to the Performance Report.

- Block 15:** If the initial ratings have been modified by either the CO or after Agency Review, insert the revised Final Ratings. If there has been no change to the initial ratings, insert the initial ratings.
- Block 16:** If agreement is reached on the ratings without an Agency Review, the CO will sign. If an Agency Review is carried out, the block must be signed by the Reviewing Official.